

# Terms and Conditions

Terms and conditions govern your use of our website. Please read these terms in full before you use this website. If you do not accept these terms and conditions, please do not use this website. Your continued use of this website confirms your acceptance of these terms.

Terms and Conditions: 7 DEC 2018

This site is owned by CODA LITERATURE UK and registered in Scotland, trading at Dimensions Mail, Dimensions Mail, 3 Broomhouse Workspace, New Lairdship Yards, Edinburgh, EH11 3UY, [orders@codaliterature.co.uk](mailto:orders@codaliterature.co.uk)

Any purchase of goods from the site [www.codaliterature.co.uk](http://www.codaliterature.co.uk) (hereafter CODA LITERATURE UK SITE) requires the customer to consult and accept these terms and conditions. The click validating the order implies full acceptance of these terms and represents the customer's "digital signature".

## Purpose

terms and conditions are intended to define the rights and obligations of the parties in the sale of goods proposed online by CODA LITERATURE UK for the customer.

The CoDA Literature project consists of CoDA Literature UK LLP (known henceforth as 'CODA LITERATURE UK') acting under exclusive licence in the United Kingdom from CoDependents Anonymous Inc., USA.

## 1. Pricing

CoDA Literature UK is trading online. All prices are displayed in pounds sterling (£) on our website [codaliterature.co.uk](http://codaliterature.co.uk) - We offer no discounts or incentives as a vendor to the membership of CoDependents Anonymous UK.

## 2. Local VAT and Distance Selling Regulations

CODA LITERATURE UK will be VAT registered by 31 January 2019, and the books offered online are not VAT applicable.

## 3. Selling Territory

CODA LITERATURE UK sells CoDA literature exclusively within the United Kingdom – England, Scotland, Wales and Northern Ireland and European Union. CODA LITERATURE UK will sell literature via [codaliterature.co.uk](http://codaliterature.co.uk) to private individuals for home use, or member groups for group use ONLY.

CODA LITERATURE UK is the sole / exclusive vendor of CoDA Literature in the areas described in the paragraph above. RESALE, EXCEPT AT MEMBER HOME GROUPS OR CONFERENCES AT COST plus HANDLING, ARE STRICTLY FORBIDDEN.

Business customers, retailers and professional organizations, must order through a bona fide UK book distributor or Nielsen's, or by contacting us via the web site.

#### 4. Contract

When you place an order to purchase a product from CODA LITERATURE UK Online, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've despatched that product to you. That acceptance will be complete at that time. Any products on the same order which we have not confirmed in a Despatch Confirmation E-mail to have been despatched do not form part of that contract.

#### 5. Privacy

CODA LITERATURE UK recognises the concern of our customers regarding privacy of information. All information you give to CODA LITERATURE UK is stored securely, and is not accessible to other users. Rest assured that any information you give to CODA LITERATURE UK will not be distributed to any other company outside of the CODA LITERATURE UK Group or its affiliated partners, unless you give us your express consent.

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with GDPR 2018).

We collect information about you for two reasons: firstly, to process your order and secondly, to provide you with the best possible service.

Credit/debit card details are never collected directly on our site and only via third-party, industry reliable banking payment partners. We will not collect sensitive information about you without your explicit consent.

We will endeavour to ensure the information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies we will delete or correct it promptly.

The personal information which we hold will be held securely in accordance with our internal security policy and the law. If we intend to transfer your information outside the EEA (European Economic Area) we will always obtain your consent first, except for payment processing through the secure channels of our banking partners.

We may use technology to track the patterns of behaviour of visitors to our site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this happening. The information collected in this way can be used to identify you unless you modify your browser settings.

If you have any questions/comments about privacy, you should email us.

We do not knowingly collect for company use any personal information of children under 12 without the consent of their parent or carer.

## 6. Security

CODA LITERATURE UK uses EKM and Banking partners like Paypal who employ industry standard encryption to ensure the highest security for credit card and personal details submitted over the Internet. Recent surveys have shown that there is less fraud on the Internet than in real life situations (such as using your credit card in a department store or at a restaurant), and we're confident that we are offering the secure service you can expect from CODA LITERATURE UK.

CONFIDENTIALITY: CODA LITERATURE UK is registered with Data Protection and maintains high standards to protect any information necessary to complete orders. No transactions of any kind currently occur on this site, it is either through Paypal or your bank, therefore we have no financial information to store. Care is taken in packaging orders in plain, unmarked packaging, and every effort is made to protect anonymity and have no markings that reveal the subject matter of the contents. However, we CANNOT GUARANTEE that no marking will ever be discernable, or that in certain situations dealing with wrapping, or where a carrier inadvertently drops or were to open a box, or a shipping label for delivery reference - actions completely outwith our control - that the contents may inadvertently be revealed.

## 7. Shipping & Payments

As this is a service facilitation of a literature programme for a dedicated membership entity, special shipping tiers are arranged to optimize the effectiveness of shipping vendors and related fees for shipping services, as well as insurances.

### A. Shipping logistics & Terms

**CODA LITERATURE UK cannot be responsible for acts on behalf of any carrier outwith our control. YOU MUST PROVIDE A VALID SHIPPING ADDRESS and CONTACT INFORMATION/TELEPHONE to ensure reliable service, and for large orders **SOMEONE MUST BE PRESENT ON THE DELIVERY DAY BETWEEN 9AM and 5PM**, otherwise the carrier will issue a 'while you were out' notice or similar, and it will be the sole responsibility of the recipient or his/her/their agent to coordinate redelivery or collection with the carrier.**

**CoDA Literature UK is NOT responsible for any charges for redelivery, or any expenses as a result of missed deliveries, or damage caused by deliveries left with third parties or any other acts of the delivery agent outwith our control.**

WE ARE NOT RESPONSIBLE FOR MALFORMED, INCOMPLETE, OR ERRORS IN SHIPPING ADDRESSES PROVIDED BY THE CUSTOMER. CORRECTIONS, RE\_SHIPMENTS OF INCORRECTLY ADDRESSED ORDERS SHALL BE AT THE COST OF THE CUSTOMER.

ALL ORDERS over £20 MUST BE SIGNED FOR. We are not responsible for "special arrangements" with couriers (e.g. leave on porch).

**SOMEONE MUST BE PRESENT** to accept deliveries. We have a 99.5% success rate. Two delivery attempts are made per order. However, in the event a delivery cannot be made, you agree that:

- 1. A £20.00 return fee applies, charged by the courier (not us)**
- 2. A second delivery fee will apply to re-ship the order.**

We are not Amazon, we are a service to CoDA Home Groups and Members. Please make arrangements accordingly. Thank you.

#### E. Shipping Despatch

We will, in most cases endeavor to ship within 24 hours of receipt, if an order is received before 12 noon, however, we cannot guarantee this. **In any case, orders will be shipped within 72 business hours from time of receipt. While Royal Mail 1st Class and UK Mail are next-day general services, WE DO NOT PROVIDE GUARANTEED NEXT-DAY delivery.**

#### 8. Payment

Because this is a facilitative/utilitarian account, we've endeavored to offer the most reasonable rates and options for CoDA members, and book prices at the cheapest level possible while ensuring good quality, however this comes with certain limitations and parameters.

Currently there are TWO WAYS to pay for CoDA UK Literature, PAYPAL and BANK TRANSFER:

PLEASE ALSO NOTE: We DO NOT ACCEPT CHEQUES DIRECTLY. Please DO NOT send cheques to our warehouse address, as this will delay your order. Thank you.

HOW TO PAY BY BACS OR IN PERSON:

1. Complete your order here, and take down the final, total amount
2. Initiate a payment via online, telephone banking, or in person for the full amount
3. Once received/cleared, we will ship your order

BACS/Bank payments are a cash payment you initiate AT YOUR BANK. It has nothing to do with our online systems, or our web site. You must either use online banking, or telephone banking to send the payment to our sort code and account number - or take the payment in physically.

This is a very simple process for most people once you learn how, and is explained in full, by clicking this link: <https://gocardless.com/guides/posts/bacs-payments/#bacs-transfer-direct-credit>.

If you choose BANK TRANSFER, you will receive a SEPARATE email directly, with instructions.

#### 9. Refunds and Returns

**Order Corrections:** Corrections for orders that are miscounted, or with incorrect quantities or packing discrepancies will be corrected upon receipt of a query within 5 days of receipt. Queries received after 5 days of receipt will be adjusted at the discretion of CoDA Literature.

**Cancellations within 14 days.** Should you change your mind about your order, CODA LITERATURE UK operates within the legal UK 14-day 'Cooling Off' period, 14 working days of the confirmation of your order. You acknowledge we've informed you have the right to cancel within 14 days of receipt. This policy is in accordance with the UK Distance Selling Regulations. A full refund will be given for the the complete order, (including original postage costs), providing they are in their original condition and accompanied by a copy of the delivery note or receipt. Any postage costs incurred when returning your items will be at your own cost.

**Returns for faulty or defective goods within 30 days of receipt:** Within 30 days of purchase and receipt, as legally required, Defective or faulty goods shall be refunded, repaired, replaced or compensated at the discretion of CoDA Literature UK.

**Returns for faulty or defective goods after 30 days of receipt:** After 30 days of purchase, defective or faulty goods shall be repaired, replaced or compensated at the sole discretion of CoDA Literature UK.

**Goods clearly marked 'as-is'**, including misprints, old versions/editions, or the like are sold in the condition stated, with acknowledgement and acceptance of the purchaser. The defects/condition of goods are stated clearly before purchase, and absolutely NO REFUNDS or ADJUSTMENTS shall be made for goods purchase with the stated knowledge that it is an aged product, misprinted, faulty or otherwise varies from a standard product.

In all cases, orders to be considered for refund must be returned in their original packaging, and shipped in the most cost-effective method to: Dimensions Mail, 3 Broomhouse Workspace, New Lairdship Yards, Edinburgh, EH11 3UY.

All returns are accepted at the discretion of CODA LITERATURE UK, and refunds will be given in the same tender type as the original payment ONLY.

Please allow 14 days (in addition to the delivery time) for the return to be processed.

Refunds & adjustments within 30 days: If you find fault with your order

## 10. Non Delivery

In the event that a despatched item is delayed or assumed lost in transit we cannot offer to replace or refund until: 7 business days after dispatch, and the loss has been verified by the courier, or both. CODA LITERATURE UK shall have no liability to you unless you notify us within a total of 7 days of the date on which the goods were despatched to you.

ALL ORDERS over £20 MUST BE SIGNED FOR. We are not responsible for "special arrangements" with couriers (e.g. leave on porch). Thank you for your cooperation.

SOMEONE MUST BE PRESENT to accept deliveries. Two delivery attempts are made per order. However, in the event a delivery cannot be made:

1. A £20.00 return fee applies, charged by the courier
2. A second delivery fee will apply to re-ship the order.

We are not Amazon, we are a service to CoDA Home Groups and Members. Please make arrangements accordingly. Thank you.

If you notify a problem to CODA LITERATURE UK under this condition, CODA LITERATURE UK's only obligation will be, at its option, to make good any shortage or non-delivery; or to replace or repair any goods that are damaged or defective.

#### 11. Use of Site

CODA LITERATURE UK reserves the right to refuse service, terminate accounts, and/or cancel transactions in its discretion, if CODA LITERATURE UK believes that customer conduct is in violation or breach of any applicable law or CODA LITERATURE UK terms and conditions, or is harmful to the interests of CODA LITERATURE UK. This does not affect your statutory rights as a consumer. Contracts are established at time of despatch.

#### 12. Links

Certain links in this website could lead to websites not under control of CODA LITERATURE UK. They are provided solely for your convenience and do not constitute any endorsement of any third party products or services. CODA LITERATURE UK accepts no responsibility for any loss or damage you sustain by visiting these websites.

#### 13. Copyright

The layout, content, design, graphic, photographic, text, multimedia, audio-visual material and other contents of CODA LITERATURE UK are the property of CoDA Inc. USA, and has been licensed to CODA LITERATURE UK, and are protected by all applicable national and international trade mark, service mark, copyright and other intellectual property laws, rules, regulations, treaties, and conventions. Information, logos, titles, and Internet links accessed, obtained, downloaded or copied by or through CODA LITERATURE UK services belong to the purveyors of such information and Internet links are subject to all applicable intellectual property laws, rules, regulations, and treaties. You understand and agree that copying or distributing information and other data, in whatever form and without the express written consent of its owner, may constitute infringement of one or more intellectual property laws, conventions, rules, regulations, or treaties.

You understand and agree that copying or distributing information and other data, in whatever form and without the express written consent of its owner, may constitute infringement of one or more intellectual property laws, conventions, rules, regulations, or treaties.

#### 14. Information

CODA LITERATURE UK does not represent or warrant that the material comprised on this site is completely accurate or up to date and CODA LITERATURE UK should have no liability in respect of such material or for any use of any such information by any person. Any information regarding availability is subject to publishers stock levels.

#### 15. Jurisdiction

This website is not directed to any person in any jurisdiction whether the publication or availability of the website, or the promotions or offers, is prohibited and persons to whom such prohibitions apply must not use the website.

terms and conditions are guaranteed by and constructed in accordance with Scottish law with Scottish courts having exclusive jurisdiction.

#### 16. Order Confirmation

All contractual information will be confirmed by email to the address specified by the customer during the purchasing act.

#### 17. Proof of Transaction

The records stored in CODA LITERATURE UK's computer systems under reasonable safety conditions are considered proof of communications, orders and payments made between the parties.

Purchase orders and invoices are stored on a reliable and durable system and can be produced as evidence.

#### 18. Product Information

Every effort has been made to ensure the accuracy of the information presented on CODA LITERATURE UK SITE. CODA LITERATURE UK or its suppliers shall not be held liable for the consequences, accidents, or special damages arising from electronic transmissions or the accuracy of transmitted information, even in cases where CODA LITERATURE UK was aware of the possibility of such damages. Manufacturer and brand names are only used for identification purposes. Product photos, descriptions and prices are non-contractual.

#### 19. Validity Period of Offer and Prices

Our offers and prices are valid for the day the site is consulted and are subject to change without notice.

#### 20. Delivery Terms

Products are delivered to the address specified by the customer on the purchase order and only to geographic zones that we service.

All products leave our premises in perfect condition. The customer must notify the carrier (or

postman) of even the slightest trace of damage (holes, signs of crushing, etc.) to the parcel, and refuse the package if necessary. A new, identical product will then be sent to the customer at no additional charge.

No exchanges can be made at a later time for goods claiming to be damaged during carriage without notification at the time of reception.

As with any shipment, a delay or loss of goods is possible. In such a case, the carrier shall start an investigation. Every effort is made, for as long as necessary, to find the package. If the package is not found, the carrier will reimburse CODA LITERATURE UK, who will deliver a new, identical package to the customer free of charge.

We shall not be held responsible for delayed delivery times due to the carrier, including for the loss of goods, bad weather or strikes.

## 21. Right to Withdrawal

In accordance with the Distance Selling Regulations 2000, the customer has the right to a cooling off period of seven (7) business days, starting at the time goods are received, to cancel the contract and return said goods at their own expense, without having to give a reason.

All goods must be returned to the CODA LITERATURE UK ADDRESS.

The cooling off period and right to cancel do not apply to contracts, orders for any goods made to your specification, any downloaded goods, marked goods or unsealed goods including but not limited to (books, pamphlets, DVD, CD, Tapes, Software, Video and audio).

Only complete and unused goods in perfect condition for resale will be accepted. No refunds or exchanges will be made for incomplete, damaged or unsealed goods, including damage to original packaging. The customer can exercise this right to withdrawal without penalty, excepting the return fee for the goods. If the customer exercises the right to withdrawal, they have the option of requesting a full refund or exchange of goods. If an exchange is requested, all shipping expenses shall be the responsibility of the customer.

If the right to withdrawal is exercised, CODA LITERATURE UK will make every effort to refund the customer within 30 days.

## 22. Right of Use

The use of any trademarks, logos or brands present on the site is strictly forbidden.

## 23. Force Majeure

Neither party will be deemed to be in breach of any of its obligations under the agreement as a result of any delay in performing or any failure to perform any such obligations by reason of any cause or event beyond the parties' control. A force majeure event includes, but is not limited to, any

unforeseeable, inevitable, or unstoppable act, event, non-happening, omission or accident beyond the control of either party, despite all reasonable efforts made to the contrary. In addition to events usually recognized by the British courts, a force majeure event includes in particular (without limitation) the following: Strike, lock-out, earthquake, fire, storm, flood, lightning, explosion, impossibility of the use of public or private telecommunications networks.

In such circumstances, the party delayed or unable to perform ("Delayed Party") shall notify the other party ("Affected Party") within ten (10) business days following the date such events become known.

Unless prevented due to force majeure, both parties will meet within three months to examine the impact of the event and agree to the conditions under which the contract shall be continued. If the force majeure lasts longer than one (1) month, this agreement may be terminated by the injured party.

#### 24. Partial Invalidity

These terms and conditions remain valid and in force, even if one or more clauses are invalid or declared so under any law, regulation or following the final decision of a competent court.

#### 25. Non-Waiver

No failure of either party to exercise any power given to it in these terms and conditions or to insist upon strict compliance by the other party with its obligations hereunder shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

#### 26. Data Protection

All personal data you provide us is used to process your orders. Coda Literature does not send direct mail, solicitations or marketing information. The only exception is if specifically requested by a member/home group for the purposes of service to their group or as an individual.

Coda Literature UK is fully registered with ICO and follows the guidelines from the new Data Protection Act 2018 (DPA 2018). The main provisions of this apply, like the GDPR, from 25 May 2018.

#### 27. All information / Data

Reasons/purposes for processing information:

We process personal information to enable us to produce and distribute printed material, promote our services; maintain our accounts and records. We also process personal information in the course of selling online products, but only through trustworthy vendors such as Paypal.

Type/classes of information processed:

We process basic customer contact information for the sole purpose of fulfilling online orders initiated by the customer. This includes name, contact phone, address and email address.

## 28. Payments:

CoDA Literature DOES NOT collect, handle, retrieve, store or ask for ANY credit card, financial or banking information. These transactions are handled by either the member themselves via Faster Payments/Bank Transfer, or, Paypal.

Who the information may be shared with:

We sometimes need to share the personal information we process with the individual themselves and also with minimal other organisations, namely our warehouse facility for packing & shipping, and the Royal Mail or private courier for delivery. We do not share information otherwise, not even with the fellowship of CoDependents Anonymous.

Where necessary or required we share information with:

suppliers and service providers for order processing, shipping and fulfillment  
financial organisations for payment authorisation and payment (we do not retain credit card or other data locally)  
business associates where the person is a member of an organisation we are contracted to serve.

By agreeing with the TERMS AND CONDITIONS at checkout, the customer grants permission for their information to be used for the above purposes. If at any point the customer wishes to be 'forgotten' we will comply under the GDPR 2018 within 10 business days, upon receipt of such request.

## 29. Applicable Law and Competent Jurisdiction

In form and content, these Terms and Conditions shall be governed by and construed in accordance with Scottish law. All orders placed on CODA LITERATURE UK SITE strictly imply the acceptance of CODA LITERATURE UK's terms and conditions.

In case of dispute or claim, the customer agrees to seek an amicable solution with CODA LITERATURE UK before proceeding with any legal action. In the event where such a solution cannot be found, any disputes concerning the sale (price, Terms and Conditions, products, etc.) will be subject to the exclusive jurisdiction of the Scottish courts.

By clicking/checking "I accept Terms & Conditions" at checkout, it is signified that all Terms & Conditions have been read, agreed, and all Terms & Conditions contained herein apply from that point forward.