

Terms and Conditions

A helpful summary of the key points - in Plain English - follows at the end of this document.

These are the Terms & Conditions under which Storyteller Days Ltd provides you, whether you are the Client, a Storyteller or a Contributor, with the Goods and Services. Following your order confirmation or your participation in the process, you will be deemed to have accepted these Terms & Conditions. Please, therefore, ensure you read, understand and are happy with these Terms & Conditions before ordering a product or participating in a project with us.

1. General Provisions

1.1. These Terms & Conditions apply to the purchase of the Goods and Services by you (the **“Customer”** or **“You”**, being the person purchasing the Goods and Services) and to you if you are a **“Storyteller”** or **“Contributor”** (being the person for whom the Goods and Services were purchased, or a person whose efforts are required to complete the Goods and Services).

1.2. We are **Storyteller Days** or the **“Supplier”** or **“Us” “We”**.

1.3. These are the terms on which we sell all Goods and Services to you. By ordering any of the Goods & Services, You agree to be bound by these Terms & Conditions. You can only purchase the Goods and Services from us if You are eligible to enter into a contract and are at least 18 years of age.

1.4. To deliver the Goods & Services, You agree that We can take directions from the Storyteller and that You buy these Goods and Services as if they were the Customer.

2. Interpretation

2.1 **“Book”, “Books”, “Video”, “Videos”, “Audio” or “Audios”** means the final output, that has been created by Storyteller Days using the Customer’s, Storyteller’s and/ or Contributor’s input.

2.2 **“Content”** means words, text, photographs, illustrations, mementoes, video, etc. supplied by the Customer, Storyteller or Contributor or by Storyteller Days;

2.3 **“Contract”** means this legally-binding Terms and Conditions agreement between You and Us for the supply of the Goods and Services;

2.4 **“Contributor”** means a person that has contributed any content or has been interviewed as part of creating a Book, Video or Audio.

2.5 **“Storyteller”** means the person the Book, Video(s) or Audio(s) is about, or the person we are creating the book with, if it is about a group of people or a third person or an organisation or anything else; this does not necessarily have to be the Customer; the Storyteller is the main source of Content usually through interviews with a book creator assigned to the project, by supplying their stories, uploading image and mementoes;

2.6 **“Website”** means our website <https://storytellerdays.com/> and any other related domains on which the Goods and Services are advertised or through which the Services are supplied.

3. Goods & Services and Process

3.1 The nature of the Goods and Services You have ordered will be set out in an email confirmation following your orders and is personal to You.

3.2 If you change your mind leading to substantially more work, We can provide you a quote for the additional work.

3.3 We will incorporate any clearly articulated changes to the content you may request in your first draft. If you change your mind and would like to have a further rounds of revisions we can provide you with a quote for this.

3.4 If you find any further factual errors or misspellings, or technical errors we will incorporate these as long as you indicate these to us before your Book has been printed or you have signed off your Video or Audio.

3.5 Please note that it is possible for errors to slip through the cracks for any book, video, or audio, for even the most successful bestsellers. We will do our best to catch them all but cannot guarantee this.

3.6 In order to create a Book, Video or Audio, the Storyteller is required to move each Stage forward within 30 days, unless agreed in advance. If the client doesn't do so we reserve the right to impose a reactivation fee of 5% of the price of the project. The reactivation fee will be charged directly to the Storyteller. If the Storyteller fails to move a project to the next stage for 60 days per the process set out in the confirmation email we reserve the right to close the Project with no refund or final product delivered.

Storyteller Days agrees to attempt to contact the Storyteller at least 3 times by email, post, voicemails or a combination during the 30 day period and at least 5 times (in total) during the 60 day period.

3.7 As most of our Goods & Services are completely custom-made, it is your responsibility to supply us with the relevant information through interviews and electronically with documents, including photos, which We will need to complete the Order.

3.8 It is your responsibility to sign-off or provide adjustments to the work done for you.

3.9 The Customer grants the Storyteller the right to buy additional Goods & Services. If the Storyteller and Customer are not the same person, the Customer is not responsible for any add-on Goods & Services ordered by the Storyteller unless indicated by you to us in writing.

3.10 If you are dissatisfied with any form of the process, you will inform us immediately. You will provide us with the opportunity to remedy any dissatisfaction and we will make reasonable efforts to remedy your valid dissatisfaction.

3.11 All Goods & Services which appear on the Website are subject to availability and to change.

4. Personal Information

4.1 Any information retained and used by Storyteller Days falls under the [Privacy Policy](#).

4.2 You expressly agree that we can contact you using e-mail or other electronic communication methods, by post/mail and by phone. We will try to stick to your preferred mode of communication.

4.3 In certain instances we ask our Storytellers for permission to use Content for promotional purposes. We will not publish any of your content unless you provide us with your explicit permission.

5. Copyright & Confidentiality

5.1 The Storyteller, Contributors and Customer agree that the copyright of any Content is automatically passed on to the Storyteller once the project is completed.

5.2 The Storyteller has the right to share the Book, Video or Audio with friends, family members and colleagues. The Storyteller is liable for any damages as a result of complaints made about the Content by third-parties including defamation charges.

5.3 Books, Videos and Audios are not intended for publishing to the general public. If the Storyteller subsequently chooses to publish any Content, the Storyteller assumes full responsibility for the publication and any damages resulting from that publication.

6. Basis of Sale

6.1 The Order process is set out by email. It is your responsibility to check that you have used the ordering process correctly.

6.2 A Contract will be formed for the Goods and Services ordered only when you receive an email from us confirming the Order. You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract by means of an email with all information in it.

6.3 Any quotation is valid for a maximum period of 14 days from its date, unless we expressly withdraw it at an earlier time.

6.4 No variation of the Contract, whether about description of the Goods and Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and Storytellers Days in writing.

7. Price & Payments

7.1 Upgrades will need to be paid before we can proceed with the process.

7.2 Any invoice we send to you is due for payment within 7 days.

7.3 We reserve the right to suspend all work on your project if any payment is overdue.

8. Risk and Title

8.1 Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

8.2 You do not own the Goods nor any copyright until we have received payment in full.

9. Excluding Liability

9.1 Storyteller Days will not be liable for any loss of profits, economic loss, or indirect or consequential loss of any kind arising out of or in connection with the Project.

9.2 The total aggregate liability of Storyteller Days, whether in contract or tort, to Customer, Storyteller and Contributor under or in connection with the Order or any actions or inactions of Storyteller Days and/or its Associates and/ or freelancers providing services on its behalf will not exceed in aggregate the total fee paid for the accepted Order.

10. Withdrawal, Cancellation and Refunds

10.1 You can cancel the Order by sending an email to hello@storytellerdays.com with the title "Order Cancellation".

10.2 Up to 72 hours before the first Getting to Know You session, you may cancel your project and claim a full refund.

10.3 Our Goods & Services are personalised. Therefore, once the interviewer, writer, editors and designers, or any other person providing a service directly related to your project has commenced work, your ability to request a refund is limited and payment will still be due to us, as per the Order Confirmation.

10.4 We have the right to deduct all costs incurred from any potential refund.

11. Governing Law and Jurisdiction

11.1 The Contract (including any non-contractual matters) is governed by the laws of England and Wales.

11.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales.

END

PLAIN ENGLISH SUMMARY OF THE KEY POINTS

Here is a plain English summary of the key points in the Storyteller Days Ltd Terms & Conditions. In the unlikely event of a dispute, the main Terms and Conditions (pages 1-4) will be governing document.

1. **Acceptance of Terms:** By ordering or participating, you agree to these terms. Make sure you read and understand them.
2. **General Provisions:**
 - These terms apply to customers, storytellers, and contributors.
 - You must be at least 18 to enter a contract.
 - Storyteller Days may take instructions from the storyteller as if they were the customer.
3. **Definitions:**
 - "Book", "Video", "Audio" refers to the final product created using input from customers, storytellers, or contributors.
 - "Content" includes all materials provided by any party involved.
 - "Contract" is the agreement between you and Storyteller Days.
 - "Contributor" provides content or participates in interviews.
 - "Storyteller" is the person the content is about or who is providing the content.
4. **Goods & Services and Process:**
 - Details of your order will be emailed to you.
 - Changes to the project may incur extra costs.
 - Errors will be corrected if reported before final approval.
 - Projects must move forward within specified time frames, or fees may apply.
 - It is your responsibility to provide necessary materials and approve work.
 - Additional orders by the storyteller are their responsibility unless otherwise stated.
 - Any dissatisfaction should be reported immediately for resolution.
 - Products are subject to availability and change.
5. **Personal Information:**
 - Information use is governed by the Privacy Policy.
 - Storyteller Days may contact you through various methods.
 - Your content won't be used for promotions without permission.
6. **Copyright & Confidentiality:**
 - Copyright is transferred to the storyteller upon project completion.

- Storytellers can share their content but are responsible for any issues arising from it.
- Content is not intended for public publishing; responsibility lies with the storyteller if they choose to publish.

7. Basis of Sale:

- The order process and contract confirmation are done via email.
- Check your order confirmation for accuracy.
- Quotes are valid for 14 days unless withdrawn earlier.
- Changes to the contract must be agreed upon in writing.

8. Price & Payments:

- Upgrades must be paid for before proceeding.
- Invoices are due within 7 days.
- Work may be suspended if payment is overdue.

9. Risk and Title:

- Risk passes to you upon delivery.
- You own the goods only after full payment.

10. Excluding Liability:

- Storyteller Days is not liable for profits, economic loss, or indirect loss.
- Total liability is limited to the fee paid for the order.

11. Withdrawal, Cancellation, and Refunds:

- Orders can be canceled via email.
- Full refunds available up to 72 hours before the first session.
- Personalized services limit refund availability once work begins.
- Costs incurred may be deducted from refunds.

12. Governing Law and Jurisdiction:

- The contract is governed by the laws of England and Wales.
- Disputes are handled by the courts of England and Wales.