

# ***Personal Poems Terms and Conditions***

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## ***Terms and Conditions***

*Last updated: 26<sup>th</sup> February 2021*

*Welcome to [personalpoems.co.uk](http://personalpoems.co.uk). This website is owned and operated by Rosie Waspe. Throughout this document, 'we' and 'our' refers to the service provider *Personal Poems* and 'you' refers to the customer requesting and/or purchasing a poem.*

*Please read these Terms and Conditions carefully before proceeding to use our website. By visiting our website and accessing our services and products (henceforth called 'Services'), you understand and agree to accept and adhere to the following terms and conditions, along with the contents of our Privacy Policy (please refer to our separate document for more information).*

*This policy is split into two sections:*

- 1) Information pertaining to ordering and paying for a personal poem*
- 2) General Terms and Conditions for website usage*

## ***Section 1: Information pertaining to ordering and paying for a personal poems***

### ***Personal Information***

*Here at *Personal Poems*, we want you to love your poem. We will listen to your specific requests and tailor your poem to you. In order to access our Services and request and/or purchase a poem, you may be required to provide information about yourself or someone else such as first names and/or special memories. Any information you provide is given entirely voluntarily and can be withdrawn at any time. No data relating to the creation of poems or purchase transactions is kept for longer than 6 months.*

***All data and personal information received is treated strictly in accordance with GDPR. Please see our Privacy Policy for more details.***

### **Types of Service**

*At Personal Poems, we provide two types of Service: purchased poems and promotional poems. Purchased poems cost £39, regardless of edits and adjustments. Promotional Poems are free of charge.*

### **Intellectual Property – purchased poems**

*Purchased poems are poems **requested and paid for** by individuals, families or organisations. Once written, we will send you a proof copy of the poem, either to confirm your satisfaction or make any changes. At this point, the poem **is still intellectual property of Personal Poems** and must not be shared, copied or distributed.*

*As soon as payment is confirmed, **the poem becomes the intellectual property of the payee** and can be shared and/or photocopied for friends and family to enjoy.*

*Payments for poems are requested via invoice once satisfaction with the proof copy has been confirmed. All poems cost £39, regardless of edits and adjustments.*

*Personal Poems will never share, sell or reuse the content of a poem after payment has been received. Occasional similarities in rhymes may occur between poems.*

### **Intellectual Property – promotional poems**

*Promotional poems are **poems provided free of charge** to individuals, families, companies or charitable organisations.*

*Once written, promotional poems **remain the intellectual property of Personal Poems at all times**. After sending to the recipient, *Personal Poems* reserves the right to share or reuse promotional poems for marketing purposes.*

### **Service dissatisfaction**

*If you are not satisfied with your first poem and edits are not appropriate, we will try a second time. Again, your poem will be sent to you to confirm your satisfaction or to make any changes. If you are still not satisfied with your time, we will recommend that you find an alternative poem-writing service.*

*If we feel that our time and service has not been respected, we reserve the right to send the dissatisfied recipient an invoice of £20. This will be considered solely at our discretion.*

## **Section 2: General Terms and Conditions for website usage**

### ***Responsible Use and Conduct***

*By visiting our website and accessing the Services we provide, either directly or indirectly, you agree to use these Services only for the purposes intended as permitted by (a) the terms of this agreement, and (b) applicable laws, regulations and generally accepted practices or guidelines.*

*Wherein, you understand that:*

- 1) Engaging in any activity that disrupts or interferes with our Services, including the servers and/or networks to which our Services are located or connected, is strictly prohibited.*
- 2) Attempting to copy, duplicate, reproduce, sell, trade, or resell our Services is strictly prohibited. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.*

*We may provide various open communication tools on our website, such as blog comments and blog posts. Please understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:*

- 1) Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;*
- 2) Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party;*
- 3) Contains any type of unauthorized or unsolicited advertising;*
- 4) Impersonates any person or entity, including any employees or representatives of Personal Poems.*

*We exercise the sole right to remove any content that does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable,*

*inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us. We do not assume any liability for any content posted by you or any other 3rd party users of our website.*

### ***Limitation of Warranties***

*By using our website, you understand and agree that all Services are provided at face value. Furthermore, you understand and agree that any content downloaded or otherwise obtained through the use of our Services is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.*

### ***Limitation of Liability***

*In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be **limited to the amount you paid, if any, for use of products and/or services.** *Personalpoems.co.uk* will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Services, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.*

### ***Changes***

*We reserve the right, at our sole discretion, to modify or replace these Terms at any time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgement and agreement of the modified terms and conditions.*

### ***Contact Us***

*If you have any questions about these Terms, please contact us using the email address [info@personalpoems.co.uk](mailto:info@personalpoems.co.uk)*

