



Neutral Citation: [2025] UKFTT 01554 (TC)

Case Number: TC09725

**FIRST-TIER TRIBUNAL
TAX CHAMBER**

Location Taylor House, London

Appeal reference: TC/2023/9915

VAT – Item 1 Group 3 Sch 8 VATA – whether supplies of books or ghost-writing services – Gray & Farrar applied – appeal upheld

Heard on: 21 and 22 May 2025

Judgment date: 11 December 2025

Before

**TRIBUNAL JUDGE ROSA PETTIFER
MR JULIAN STAFFORD**

Between

STORY TERRACE LIMITED

Appellant

and

THE COMMISSIONERS FOR HIS MAJESTY’S REVENUE AND CUSTOMS

Respondents

Representation:

For the Appellant: Mr Sam Brodsky of counsel, instructed by Croner-I Limited

For the Respondents: Mr Julian Hickey of counsel, instructed by the General Counsel and Solicitor to HM Revenue and Customs

DECISION

INTRODUCTION

1. The Appellant appeals against the part of HMRC's review decision of 21 August 2023 (the 'Review Decision'), which upheld HMRC's VAT liability ruling of 6 July 2023 for the Appellant's 3/23 VAT return (the 'Liability Decision').
2. The Appellant says that it is making zero-rated supplies of books for the purposes of Value Added Tax Act 1994 ('VATA'). HMRC say that the Appellant is making standard-rated supplies of ghost-writing services for the purposes of VATA.
3. The issue of quantum was not before us.
4. For the reasons given below the appeal is upheld.

PRELIMINARY MATTERS

Documents and evidence

5. For the hearing we were provided with a hearing bundle of 1054 pages, a supplementary hearing bundle of 435 pages, an authorities bundle of 856 pages and various samples of the Appellant's products. We were asked to watch a number of online videos which we did. During the hearing a further authority, another HMRC VAT manual and some corrections to one of the transcripts in the hearing bundle were handed up. Mr Rutger Bruining a director of the Appellant and Officer Angela Seymour of HMRC both provided witness statements and were cross examined.

Parties' submissions

6. We are grateful to Mr Brodsky and Mr Hickey for their skeleton arguments, submissions, and willingness to engage with our questions and to the witnesses for their evidence. We set out below our summary of those submissions on the law and the facts. The parties should, however, be assured that when preparing this decision, the terms of the skeletons were reread and our notes of the hearing reviewed. Because we do not deal specifically with any point it does not mean that it was not considered in the round when reaching our decision.

THE ISSUES AND BURDEN AND STANDARD OF PROOF

The issues

7. The issue in this appeal is whether, as the Appellant says, its supplies are of books and therefore are zero-rated for the purposes of VATA. Or whether the Appellant is making standard-rated supplies of ghost-writing services for the purposes of VATA.
8. It was common ground that the Liability Decision affected other periods and that the issue of quantum was not before us.

Burden and standard of proof

9. It is for the Appellant to show that its supplies are zero rated.
10. The standard of proof is on the balance of probabilities.

THE LAW

11. If a supply of goods or services is zero-rated no VAT is charged on that supply. However, it is in all other respects treated as a taxable supply, see s30(1) VATA.

12. A supply of goods or services is zero-rated if it meets the description in Schedule 8 VATA, see s30(2) VATA. Item 1 Group 3 Schedule 8 VATA ('Item 1') provides:

Books, booklets, brochures, pamphlets and leaflets.

Item 7 Group 3 Schedule 8 VATA zero-rates publications listed in Item 1 when supplied electronically subject to non-relevant exceptions.

13. s6 European Union (Withdrawal) Act 2018 ('EUWA') provided in relevant part at the relevant time:

6 Interpretation of retained law

(1) A court or tribunal—

(a) is not bound by any principles laid down, or any decisions made, on or after IP completion day by the European Court, and

(b) cannot refer any matter to the European Court on or after IP completion day.

(2) Subject to this and subsections (3) to (6), a court or tribunal may have regard to anything done on or after IP completion day by the European Court, another EU entity or the EU so far as it is relevant to any matter before the court or tribunal.

IP completion day was 31 December 2020, see s1A(6) EUWA and s39(1) European Union (Withdrawal Agreement) Act 2020.

THE FACTS

Preliminary points

14. The Tribunal heard oral evidence from Mr Bruining and Officer Seymour. Mr Bruining's three written witness statements stood as his evidence-in-chief and were for the most part unchallenged. Mr Bruining was cross-examined, however the focus of the cross examination was not the accuracy of what he said or the veracity of various documents he exhibited to his witness statement. Rather the cross-examination focussed on whether the various documents undermined the Appellant's case, that is a matter for us to determine primarily by reference to those documents and not the views of Mr Bruining. Officer Seymour's witness statement stood as her evidence in chief and was largely unchallenged. Officer Seymour was also cross examined. Both Mr Bruining and Officer Seymour answered questions in a straightforward manner and stated clearly what they did not know. We found both witnesses to be honest and credible.

15. We set out the majority of our findings of fact in this part of our decision. A lot of our findings of fact are from the documents supplied or the largely unchallenged evidence of Mr Bruining and Officer Seymour. Consequently, most of them require no discussion as they were not in dispute. Where they were in dispute we provide the reasons for our findings below. Therefore, we have also incorporated Mr Bruining's and Officer Seymour's evidence in the findings of fact below rather than setting out the evidence provided.

16. The Appellant did not adduce any written or oral evidence from a ghost-writer. Consequently, HMRC invited us to draw an adverse inference as to the low-level role of the ghost-writers contracted by the Appellant in line with the First-tier Tribunal's recent

approach at [259] – [260] in *Minstrell Recruitment Ltd & Ors v Revenue & Customs* [2024] UKFTT 82 (TC) applying *Royal Mail Group Ltd v Ejobi* [2021] 1 WLR 3863 at [41]. However, we decline to draw such an inference for the reasons put forward by Mr Brodsky: the relevant test in this appeal involves the objective view of a typical consumer and not the subjective view of a particular ghost-writer; also there is no factual dispute about what the ghost-writers provide; and we do not see that such evidence would be relevant to the determination of this appeal. Therefore, we do not consider that the context or particular circumstances of this appeal means that positive significance should be attached to the lack of evidence from any of the ghost-writers the Appellant contracts with.

The Appellant’s business and process

17. The Appellant is a limited company and was incorporated in 2014. It is now in administration. The Appellant is VAT registered.

18. The business of the Appellant is very important personally to Mr Bruining who is a director of the Appellant. Mr Bruining was inspired to set up the Appellant’s business after he found that details of his grandfather’s stories faded with time: Mr Bruining clearly had a remarkable grandfather. It was always a key element of Mr Bruining’s vision that the Appellant would produce books so that there was a physicality to the end-product: something that could be picked up and read at any time and that would become part of family history in a way that text existing on a computer would not.

19. The Appellant’s press factsheet describes its company mission:

.....to turn 1 million life stories into books using professional ghost writers
by 2028.

20. On the Appellant’s website:

(1) Mr Bruining is quoted as saying that the premise that the Appellant is based on is “*a biographer for every person*”.

(2) In the FAQ section the response to the question “*Will you write my book in exchange for royalties?*” The answer is “[The Appellant] *is a paid ghost-writing service*”.

(3) It states “*No matter how unique your story is, we’ll match you with the perfect writer*”.

(4) There are numerous further references to ghost-writing and experienced ghost-writers.

21. The Appellant’s customers engage the Appellant via its website. The website sets out 8 steps for creating one of the Appellant’s products¹, as follows:

(1) The first step is a welcome letter explaining the process. Complete and Novella package buyers (see below) also receive a gift pack that includes a luxury pen and notebook. We refer to this as ‘Step 1’.

(2) Next the customer’s personal editor explains the process and sets up a book production schedule (expected to be 7 months). We refer to this as ‘Step 2’. See also below re further details of this conversation.

¹ See below for our factual finding that the Appellant’s products are books. For ease we refer to the Appellant’s products as books from this point.

(3) The personal editor then matches the customer with a ghost-writer, who considers “your book goals, background, personality and location”. We refer to this as ‘Step 3’. Customers generally accept the first ghost-writer proposed.

(4) The customer then completes a questionnaire which provides a structure for the interviews. There is an option to purchase an additional interview session instead of completing the questionnaire. We refer to this as ‘Step 4’.

(5) This step involves the in-depth interview sessions which form the backbone of the customer’s story. Interviews can be in person or held remotely. There may be more than one interview if the customer’s package includes more than two hours of interview time. Interviews are with the ghost-writers. We refer to this as ‘Step 5’.

(6) Following the interview(s) the ‘book’ is written by the ghost-writer in stages involving a story outline, a draft sample of a chapter and concluding with a draft of the entire story. At each stage the draft is sent to the customer for approval. We refer to this as ‘Step 6’.

(7) ‘Step 7’ involves the use of the Appellant’s ‘Bookmaker’ platform to upload photos. The customer can then choose in which chapters of the book the photos feature. The customer also designs the book cover at this stage using one of the Appellant’s templates or their own design.

(8) The final step is the Appellant’s designers laying out the book’s cover and interior. The customer signs off the PDF proofs before the book goes to print. We refer to this as ‘Step 8’.

22. The Appellant’s website also sets out three different levels of package that a customer can buy in ascending price order:

- (1) The ‘Compact Package’
- (2) The ‘Complete Package’
- (3) The ‘Novella Package’

At the bottom of each pricing option the customer is invited to “select book”. The differences in the three packages are the numbers of pages (in total and the number of pages of text), the number of words, the number of photos, the number of hours of interview and the level of writer (junior, senior or premium) that comes as standard as set out below.

	Length of book (all hardback)	Hours of interview	Pages/words	Photos	Level of writer
Compact £1,950	55 – 60	4	33 pages of text 7,500 words	Up to 20	Junior as standard Senior +£350 Premium +£700
Complete £3,650	80 – 90	6	55 pages of text 12,500 words	Up to 30	Senior as standard Premium +£550 Junior - £550
Novella £6,450	115 – 125	10	90 pages of text 20,000 words	Up to 40	Premium as standard Senior - £1,000 Junior – not available

					Novella
--	--	--	--	--	---------

23. All packages have dedicated editorial sessions (not with the ghost-writers which include proof-reading and input into the shape of a customer’s narrative), a project length of 7 months and the customer ultimately receives 4 colour hardback books and a digital copy of the book.

24. The hearing bundle contained a call script for the Appellant’s customers. The project editor calls the customer and explains the processes entailed in the production of the book: describing the project editor’s role including: management of the ghost-writer, the proofreader, the Bookmaker design team and the printer; how writer matching works; confirmation/clarification of project goals; the basic seven month project plan; and next steps. We accept the Appellant’s point that there is more than simply the ghost-writing that goes into the production of the books.

25. Mr Bruining also gave uncontested evidence that in various communications with its customers the Appellant focussed on the offerings of books: new leads receive an email saying “Very exciting that you are looking at creating this book”; after purchase the welcome email explains that the project editor is the point of contact for the “book-making process”; an email that explains that a project editor has been assigned explains the elements involved in “delivering the book”.

26. The Appellant’s website does not provide an option for the text alone or the services of a ghost-writer only. Mr Bruining’s view was that the Appellant did not compete with stand-alone ghost-writing services because in comparison, following some basic research, a freelance ghost-writer’s fees for providing the text that would appear in one of the Appellant’s books would be 3 – 6 times less than the Appellant would charge for one of its books.

27. The Appellant’s website offers a number of ‘additional services’ distinct from that set out above. For the purposes of this appeal it is sufficient to find that the ‘Editing Services’ and ‘StoryTerrace Pro’ involve ghost-writing.

28. The Appellant’s customers spend an average of 4.5 times longer on the book than the ghost-writer.

29. The Appellant spent over £900,000 building its software, ‘Bookmaker’. Bookmaker is important to the Appellant as it allows it to create books efficiently at scale. The Appellant’s customers use Bookmaker to:

- (1) Fill in their questionnaire.
- (2) Upload their photos, caption them and allocate them to specific chapters.
- (3) Work on their outline and text in collaboration with a professional.
- (4) Experiment with and choose a cover.
- (5) Generate and check the design proofs before sending the book off for printing and delivery.

30. The editors are employed by the Appellant, but the ghost-writers are not.

31. HMRC also invited us to view, which we did, publicly available videos entitled ‘StoryTerrace Swift Webinar’ and ‘Talk: Capture your life story in a book’. HMRC said they supported its position because they emphasised: the Appellant’s access to a large bank of quality and experienced ghost-writers who enjoy what they do; the skill of the ghost-writers

in capturing the emotion of the Appellant’s customers; and the biography aspect of the Appellant’s supplies. Further, the second video included in its description ‘#ghostwriter’.

32. The role of the ghost-writers is clearly an important aspect of the Appellant’s business: in his oral evidence Mr Bruining said that the ghost-writers played an important role in the creation of the books and that was a fact. Mr Bruining did not seek to suggest otherwise.

The contract

33. The Appellant’s contract with its customers is set out in an annex to this decision (the ‘Contract’). No submissions were made that it also applied to the ‘additional services’. We discuss the clauses relied upon by the parties below.

The relative cost of the ghost-writers – proportion of the price paid by customers

34. In response to a request from HMRC Mr Bruining provided his second witness statement (dated 24 April 2025). That statement sets out how much the ghost-writers were paid by the Appellant compared to the price paid by the customer for 4 projects chosen by HMRC. The relevant figures are:

Total charged to customer	Total paid to ghost-writer	%
£6,600	£2,000	30
£6,250	£1,600	26
£5,650	£1,600	28
£5,530	£1,600	29

In his second witness statement Mr Bruining confirmed that these figures were within the range of the Appellant’s business model at the time: to pay the ghost-writers between 20 – 30% of the price paid by the customer for the books depending on the package sold.

The relative cost of the ghost-writers – the proportion of the Appellant’s direct costs

35. Mr Bruining and Mr Theo Branning (the Appellant’s Marketing Director) appeared on the well-known TV programme Dragon’s Den. During that appearance Mr Branning said:

So, if you take an average sale of £3,300, then we have about £1,300 direct costs, most of which is going on the writer. It would leave us with £1,500 basically afterwards.

Tej Lalvani (a ‘Dragon’) commented that this was a 50% gross margin and Mr Branning said “yeah”. HMRC’s skeleton argument highlighted that Mr Branning had said that most of the cost went on the writer. It also utilised the 50% gross margin figure and the figures from the 4 projects above to calculate the ghost-writers’ fees as 57% of the Appellant’s direct costs.

36. HMRC’s calculations prompted Mr Bruining’s third witness statement (19 May 2025). By reference to the Appellant’s profit and loss figures for 2023 Mr Bruining’s evidence was that the ghost-writers’ fees were 29% of the Appellant’s direct costs (excluding sales and marketing, and non-operating costs). In oral evidence Mr Bruining explained that the profit and loss figures were not retrieved by him, were unaudited and were not exact because of the Appellant being in an insolvency process. He did explain however that he had checked the

figures line by line. Mr Hickey did cross-examine Mr Bruining on some of the figures but that did not in our view result in a successful challenge to the headline figures provided by Mr Bruining nor did Mr Hickey submit that it did in closing. We do not consider that Mr Bruining's evidence regarding percentage of direct costs is necessarily undermined by his earlier evidence (regarding percentage of the cost charged to the Appellant's customers) or HMRC's calculations. That is because Mr Bruining's earlier evidence related to a much smaller sample size. In relation to HMRC's calculations, again they are based on a small sample size where each sale was in excess of £5,530 and utilises broad comments made in a television programme about average sales of £3,300. Therefore, we accept that during 2023 the ghost-writers' fees were 29% of the Appellant's direct costs (excluding sales and marketing, and non-operating costs).

Other evidence

37. The hearing bundle contained 227 pages of online reviews of the Appellant's service. Mr Brodsky said that they showed the importance to the Appellant's customers of the book and Mr Hickey said that they showed the importance of the ghost-writers/ghost-writing services to the Appellant's customers. If such reviews were relevant, to the view of the typical consumer, we do not consider that we can draw a meaningful conclusion from them that supports either party's case. That is because on the basis of how they were presented to us it was clear that either party could select the reviews that they said supported their case. Neither party provided any in-depth analysis of the reviews such that we could reach a sensible conclusion on whose case they supported. Therefore, we do not find any facts in relation to them and they do not form part of our decision.

38. We explained above that Mr Bruining and Mr Branning pitched the Appellant's business on Dragons' Den. Mr Brodsky sought to argue that the Dragons' reactions supported the Appellant's case. Like the point we make about the online reviews, if it was right to consider these reactions in principle when determining the view of the typical consumer, we do not consider that these are helpful in this appeal. That is because they are made at a point when all the Dragons have seen is the book and not once they had heard the detail of the Appellant's supply.

OUTLINE OF THE PARTIES' ARGUMENTS

The Appellant's case

39. The Appellant's case is that its supplies are within Item 1 and fall to be zero-rated i.e. it supplies books for the reasons that follow.

40. The Appellant's end product is a book for the purposes of Item 1.

41. Applying the relevant test (see below), the predominant element of the Appellant's supply is of a book. That is because:

- (1) The focal point of offering to the Appellant's customers is a book.
- (2) The 'theme' of the terms and conditions between the consumer and the Appellant focuses on the end result which is 4 full colour hardbacks and a digital copy of the customer's book. The Appellant makes the same point about the introductory call script (discussed above).
- (3) The reactions of the 'Dragons' in Mr Bruining's appearance on Dragon's Den reflect the dominant impression given to consumers that the Appellant is supplying a book.

(4) The ghost-writing element of the Appellant's supply is not a means to an end and is not available separately from the Appellant. Further if a typical consumer was looking for ghost-writing services they would not look to the Appellant for them because it would cost 3 – 6 times more to create and print a book with the Appellant than it would to hire a freelance ghost-writer to provide the text that appears in the Appellant's books.

42. The Appellant says that the principal/ancillary test (see below) does not apply to the facts of this appeal.

HMRC's case

43. HMRC say the Appellant makes a single supply of ghost-writing services which falls to be standard-rated because:

(1) The evidence 'in the round', in particular the contracts, the customer reviews, the additional services offered (insofar as they also included ghost-writing) and the pricing structure shows that the ghost-writing service is the predominant element of the Appellant's supply.

(2) The overall tenor of the Appellant's website makes it clear that the Appellant is providing a personalised package of services which includes a few copies of a printed book. The Appellant conducts the research, writing and design which are all standard-rated services.

(3) Item 1 precludes zero-rating of supplies which arise in consequence of the supplier providing a bespoke service.

(4) Alternatively, HMRC say that the supply of the ghost-writing service is the principal element of the Appellant's supply.

DISCUSSION AND FINDINGS

Does the Appellant's end product meet the definition of a book?

44. HMRC's Statement of Case put the Appellant to proof as to whether its final outputs were books. We were provided with samples of the Appellant's end product. They all had a significant number of leaves held together with front and back covers more substantial than the leaves and therefore met the minimum characteristic of a book as required by *Customs and Excise Commissioners v Colour Offset Ltd* [1995] STC 85. There was no suggestion from HMRC that the samples we had were not representative of the Appellant's supplies and therefore we find that the Appellant's final outputs are books.

Characterisation of 'Levob' single supplies

45. It is well established that where a transaction comprises a bundle of elements and acts it falls to be determined whether there are two or more distinct supplies or whether there is a single supply for VAT purposes. In this appeal it was common ground that the supplies by the Appellant to its customers are single supplies for VAT purposes. We agree with the Appellant that this position was consistent with the principles set out by the Upper Tribunal in *Middle Temple v HMRC* [2013] STC 1998, at [60].

46. For the purposes of this appeal there are two relevant circumstances where one or more supplies may be considered a single supply. In this case the parties proceeded on the basis that the relevant type of single supply was a *Levob Verzekeringen BV v Staatssecretaris*

van Financiën (Case C-41/04) [2006] STC 766 (*Levob*) type of single supply. We do not see any reason to disturb that approach. Consequently, we do not consider it necessary to address HMRC's criticisms of the part of the Appellant's skeleton argument that analysed why the Appellant's supply was a *Levob* type of supply.

47. *Levob* concerned the supply of customised software. The cost of the basic software was distinct in the contract from the cost of the customisation. The issue before the ECJ (as it then was) was whether there had been separate supplies of the basic software and the customisation. At [30] the ECJ stated:

- Article 2(1) of the Sixth Directive must be interpreted as meaning that where two or more elements or acts supplied by a taxable person to a customer, being a typical consumer, are so closely linked that they form objectively, from an economic point of view, a whole transaction, which it would be artificial to split, all those elements or acts constitute a single supply for purposes of the application of VAT;

- this is true of a transaction by which a taxable person supplies to a consumer standard software previously developed, put on the market and recorded on a carrier and subsequently customises that software to that purchaser's specific requirements, even where separate prices are paid;

- Article 6(1) of the Sixth Directive must be interpreted as meaning that such a single supply is to be classified as a 'supply of services' where it is apparent that the customisation in question is neither minor nor ancillary but, on the contrary, predominates; such is the case in particular where in the light of factors such as its extent, cost or duration the customisation is of decisive importance in enabling the purchaser to use the customised software.

The first paragraph sets out what constitutes a *Levob* type of single supply. The third paragraph confirms that how a *Levob* type of single supply is characterised depends on whether the supply has a feature that predominates.

48. The application of *Levob* and subsequent CJEU case law was recently considered in *Gray & Farrar International LLP v HMRC* [2023] EWCA Civ 121 (*Gray & Farrar*). *Gray & Farrar* concerned, in summary, the VAT treatment of the supplies made by 'matchmakers'. Following its conclusion at [47] that the predominant test was the primary test for characterising a single supply, the Court of Appeal at [49] – [51], clarified the hierarchy of tests:

49 In *MIS* [2017] STC 2523, Mann J and UT Judge Ashley Greenbank reached the same conclusions and found that there was a hierarchy of tests to be applied in characterising a single supply for VAT purposes. They described it as follows at para 78:

- (1) The *Město* predominance test should be the primary test to be applied in characterising a supply for VAT purposes.
- (2) The principal/ancillary test is an available, though not the primary, test. It is only capable of being applied in cases where it is possible to identify a principal element to which all the other elements are minor or

ancillary. In cases where it can apply, it is likely to yield the same result as the predominance test.

(3) The ‘overarching’ test is not clearly established in the ECJ jurisprudence, but as a consideration the point should at least be taken into account in deciding averments of predominance in relation to individual elements, and may well be a useful test in its own right.

50 I respectfully endorse that approach.

51 Accordingly, for these reasons, the UT was correct in this case to hold that if the predominant element can be applied, it should be. It is the primary test. The first ground of appeal therefore fails.

49. Discussing the application of the predominance test the Court of Appeal, in *Gray & Farrar* at [41] – [42], also usefully sets out the pertinent extract from *Město Zamberk v Finančni reditelstvi v Hradci Kralove* (Case C-18/12) (*‘Město’*) and its conclusions on how to apply the predominance test:

41 The predominant element test is most clearly identified in *Město* [2014] STC 1703. The context was services supplied by an aquatic centre and whether they fell within a VAT exemption for “the supply of certain services closely linked to sport or physical education” (within article 132(1)(m) of the Principal VAT Directive which is an exemption). Two types of facility were supplied: sporting facilities such as a swimming pool divided into lanes, a beach-volleyball court and table tennis; and recreational facilities including a paddling pool, waterslides and a natural river for swimming. The CJEU referred to *Levob* where the predominant element test was used in the context of supplies of standard software that was customised to meet the customer’s business needs, to identify whether, if this was a single supply, it was a supply of goods or a supply of services, and if a supply of services, where those services were supplied. At paras 29 and 30 the CJEU in *Město* held:

“29. In order to determine whether a single complex supply must be categorised as a supply closely linked to sport within the meaning of article 132(1)(m) of the VAT Directive although that supply also includes elements not having such a link, all the circumstances in which the transaction takes place must be taken into account in order to ascertain its characteristic elements and its predominant elements must be identified (see, to that effect, in particular, *Faaborg-Gelting Linien A/S v Finanzamt Flensburg* (Case C-231/94) [1996] STC 774; [1996] ECR I-2395, paras 12 and 14; *Levob Verzekeringen*, para 27; and *Bog [Finanzamt Burgdorf v Bog* (Case C-497/09) [2011] STC 1221], para 61).

30. It follows from the case law of the court that the predominant element must be determined from the point of view of the typical consumer (see, to that effect, in particular, *Levob Verzekeringen*, para 22, and *Everything Everywhere Ltd (formerly T-Mobile (UK) Ltd) v Revenue and Customs Comrs* (Case C-276/09) [2011] STC 316; [2010] ECR I-12359, para 26) and having regard, in an overall assessment, to the qualitative and not merely quantitative importance of the elements falling within the exemption provided for under article 132(1)(m) of the VAT Directive in relation to those not falling within that exemption (see, to that effect, *Bog*, para 62).”

42 The language used by the CJEU suggests that this is a mandatory requirement. The exercise is an objective one. The view of the typical consumer, determined by reference to objective factors, is critical. The question is what is the predominant element in what the typical consumer thinks he or she is acquiring. An overall assessment must be made of all elements of the supply to determine their importance to the typical consumer, both qualitatively and quantitatively, to decide which predominates.

50. Having applied the predominance test to the facts of the case and commented on the First-tier Tribunal's and the Upper Tribunal's approach at [60] and [61], at [64] the Court of Appeal warns against artificially splitting single supplies when applying the predominance test:

The approach adopted by both the FTT and the UT involved an artificial dissection of the introduction service supplied by G&F of a kind warned against by the CJEU. To treat this service as comprising two distinct components, the provision of expert (consultancy) advice and the provision of information, was an error of approach. It did not reflect the economic or commercial reality of the transaction. Just as the characterisation of the supply of education with a view to a qualification is not to be determined by dissecting the single service into its component parts and then deciding whether the books and printed matter or the lectures and teaching predominates, there is no basis for thinking that the typical consumer using G&F's service would view the G&F service as supplying advice and/or providing information. That is not what is contracted for.

51. To emphasise the Court of Appeal's warning Mr Brodsky took us to the both the Attorney General's opinion at [25] – [28] and the CJEU's decision at [39] – [40] in Case C-581/19 *Frenetikexito – Unipessoal Lda v Autoridade Tributária e Aduaneira* ('*Frenetikexito*'). Determining whether we wish to accept Mr Brodsky's submission would require some detailed discussion of *Frenetikexito*. We decline to undertake that discussion in this appeal for a number of reasons. First, *Frenetikexito* was decided in 2021 which was after IP completion day. This means that the CJEU's decision is not binding on us although we may take it into account, see s6 EUWA. We also note that the CJEU's endorsement of the Attorney General's analysis clearly relates to the comments made about the classification of supplies as single or multiple and not the characterisation of the supply. That is not surprising as that was the issue before the Court but that is not the issue before us. Finally, we have the above binding guidance from the Court of Appeal which follows from a discussion of the relevant characterisation test in *Město* (which in any event the Advocate General's opinion did not disagree with).

52. We do not understand that the overall assessment required by *Město* precludes an awareness/identification of all aspects of a supply. However, such an assessment should not entail identifying distinct components of a supply (which may bundle together aspects of a supply) and then deciding which predominates.

53. HMRC say that the majority of the elements of the transaction at issue (such as Steps 3 – 6 above) are all closely linked to form a single supply of a ghost-writing service. Further, that from the perspective of a typical consumer they receive ghost-writing services and a book. HMRC conclude that the supply of the ghost-writing service is the predominant element. In our view this approach starts with the dissection of the Appellant's supply in the

way that the Court of Appeal warned against (although that does not preclude us from considering the factors that HMRC put forward for the overall assessment). Instead, our approach is to answer the question what is the predominant element in what the typical consumer thinks he or she is acquiring? By making an overall assessment of all elements of the supply to determine their importance to the typical consumer, both qualitatively and quantitatively, we can then decide which predominates.

Application of the ‘predominance test’

54. *Gray & Farrar* at [56] – [57] rehearses the authority for the proposition that normally the starting point for the characterisation of a transaction/supply for VAT purposes which is governed by a written agreement is the written agreement itself. Therefore, we start by considering the Contract.

55. Turning to the Contract as set out in the Annex to our decision (all references to clauses that follow are to those in the Contract), we find as fact that these were the terms and conditions at the material time. We also find that Steps 1 – 8 above and the three different levels of package described above formed part of the Contract between the Appellant and its customers by virtue of Clause 12 (the definition of goods and services). The parties drew our attention to which clauses in the Contract they relied on.

56. In relation to the Contract the Appellant says its purpose is the provision of a book:

- (1) The Contract obliges the Appellant to provide a book, see Clauses 12 and 8.
- (2) The book is described as the ‘*final output*’, see Clause 5. Further, the book is an outcome of a creative process i.e. there is not a creative process for its own sake, see Clause 18.
- (3) The Contract recognises that the books are custom-made, see Clause 20.
- (4) Its target is to produce a book. That is because in default of contact from the customer, 30 days after providing proofs the book will be sent to print, see Clause 26. Further, the books must if printed conform to industry standards, see Clauses 71 – 73. The point being that the Contract will not be performed if the book is not of sufficient quality.
- (5) Clauses 15 and 21 identify the editors and designers as distinct from the ghost-writers.
- (6) Clause 28 demonstrates how important it is to consumers that the books are properly proof-read.
- (7) The Appellant is permitted to replace the ghost-writer if the original writer cannot proceed, see Clause 31. Mr Brodsky’s point was that if you are buying ghost-writing services then identity is paramount.
- (8) A contract for the provision of ghost-writing services would not include Clauses 5 and 71 – 73.

57. In relation to the Contract HMRC say:

- (1) The Contract makes it clear that the Appellant is providing a personalised package of services which includes a printed book. Further, a number of the personalised services are standard-rated.

(2) It is clear that the Appellant's supply is a bespoke service. The books contain original content and are not generally intended for the public but for the Appellant's customer's private use. Additionally, copyright initially rests with the Appellant and its Customers, although this is subject to an option whereby customers are able to obtain the copyright in the books. See Clauses 20 and 44 - 49.

(3) It is clear that the ghost-writing is part of the Appellant's service.

(4) The standard seven month project process differentiates from the usual instant supply of a book, see Clause 15.

(5) The price the Appellant's customers pay depends on the seniority of the ghost-writer, see above.

58. HMRC are right to say that aspects of the Appellant's supply would be standard-rated if they were supplied on their own but that is not a barrier to a conclusion that the Appellant's supply is zero-rated.

Case law and HMRC notices relied upon by the parties

Bespoke/customised supplies case law

59. It is clear and not in dispute that the books produced under the terms of the Contract are bespoke, see Clause 20. The parties made a number of arguments in light of this fact.

60. Mr Brodsky took us to the First-tier Tribunal's decision in *Harrier v HMRC* [2011] UKFTT 725 (TC) (*'Harrier'*). *Harrier* considered whether the supply of personalised photobooks should be zero-rated pursuant to Item 1. Mr Brodsky's point was that simply because a product is customised or bespoke does not mean that the supply of the customisation service is predominant. Mr Hickey took us to the facts in *Harrier* at [8] – [15] to make clear that the facts of *Harrier* are clearly distinguishable from the facts of this appeal. In particular, there was no assistance from *Harrier* in laying out the photobooks nor the provision of anything akin to the ghost-writing service provided by the Appellant. Having identified at [32] that *Levob* was the relevant authority as to how to classify the supply in the case the First-tier Tribunal concluded at [34]:

This is not a case, unlike *Levob*, where an existing product was customised to such an extent that the customisation service dominated. Here what *Harrier* does is provide a product, which it produces to a customer specification. That supply of the product itself is the predominant supply, and the composite supply by *Harrier* is accordingly a supply of goods.

We agree with both Mr Brodsky and Mr Hickey's points: a customisation service is not automatically the predominant element of a supply; and whilst it can be useful to consider other characterisation cases, ultimately the characterisation of VAT supplies is a very fact sensitive issue.

Other case law

61. This is a useful juncture to note that we were referred to a number of other cases that considered the determination of whether there was a single or multiple supply (which is not the issue before us) and/or the characterisation of single supplies (including *Paragon Customer Communications v HMRC* [2018] UKFTT 162, *Faaborg-Gelting Linien v*

Finanzamt Flensburg (C-231/94) (*'Faaborg'*), *David Baxendale v HMRC* [2009] EWCA Civ 831, *HMRC v Weight Watchers (UK) Limited* [2008] EWCA Civ 715, *HMRC v Metropolitan International Schools Ltd* [2017] UKUT 431 and *College of Estate Management v HM Customs and Excise* [2005] UKHL 62). We were asked to draw analogies between these decided case and the facts of this appeal. We take from *Faaborg* the point that the existence of an end product in a supply that involves a number of elements does not necessarily render the characterisation of that supply as a supply of that product. However, generally we make the same point as above: in terms of applications of the relevant principles to the facts, these cases very much turn on their facts and the present case is clearly distinguishable.

VAT Notice 701/10

62. A point of dispute between the parties arose in relation to HMRC's notice *Zero-rating books and printed matter (VAT Notice 701/10)* which provides at 7.2 that original or specialist items are standard-rated. The dispute flowed from what was meant in that notice by original or specialist items. However, it is uncontroversial to say that such a notice is not the law (which we have set out above) it is HMRC's view of the law. Accordingly, and with respect to the submissions made by both parties, we do not derive any assistance from the notice in reaching our decision and so do not address the parties' detailed arguments on it.

Arguments in light of the copyright position

63. Following on from the copyright position, HMRC invited us to consider what the Appellant's customers would receive if they had not received the ghost-writing service. Again, with respect that is not the question prescribed by the law set out above and so we do not find it necessary to consider it.

Substantive analysis of the Contract

64. Both parties took us to Clause 12 (the definition of goods and services) which encompasses all aspects of the Appellant's supply and is buttressed by Clause 8 (the definition of the contract). In our view the inclusion of 'the number' in Clause 12 emphasises the importance of the books: the words could be removed from Clause 12 and the Contract would still have the same effect given the definition of order in Clause 13. This emphasis is repeated by the fact that book has its own definition in Clause 5 which also describes the book as the 'final output', there is no mirror provision in relation to any other part of the Appellant's supplies. We also agree with the Appellant's submissions above that, in the order they were made by the Appellant, Clause 26 (sending to print within a certain time), Clauses 71 – 73 (the books will meet a certain standard), Clause 28 (the importance of proof-reading) and Clause 31 (replacement of ghost-writer) demonstrate that the Contract's purpose is to ensure that a book is produced. This conclusion is also supported by the clear production schedule/production plan which ensures the timely production of a book, see Clause 15 (this view disposes of HMRC's point about the length of the production process). Further, there is no express provision in the Contract that permits the Appellant's customers to receive only part of the Appellant's supply which generates the text for the book. We accept that there is a variance in contractual price in respect of the ghost-writers' time and/or experience (depending on which package is chosen) but the variance in price also encompasses the number of pages and photographs. Therefore, this variance is not sufficient to lead us to a different conclusion about the purpose of the Contract.

65. It is true Clause 18 references a process and that the Appellant's books are the outcome of that process but we do not consider that that imbues Clause 18 with the meaning that the Appellant asserts. In our view Clauses 15 and 21 do not advance the Appellant's case because such an approach essentially dissects the Appellant's supply in the impermissible way discussed above.

Quantitative importance of elements of a supply

66. The test in *Město* and the Court of Appeal's comments on it in *Gray & Farrar* clearly reference the quantitative importance of elements of a supply. However, it does not appear totally straightforward to us how that is to be reconciled with the warnings about dissection of supplies discussed above. In any event, in terms of any quantitative analysis in this appeal we have rejected HMRC's arguments that the majority of the Appellant's direct costs are associated with the ghost-writers and so we do not need to consider it further. HMRC's skeleton briefly observed that the printing costs were lower than the costs of the ghost-writers but that point was not developed further.

Does anything vitiate our analysis of the Contract?

67. As set out above we were asked to consider a number of things that do not form (although some describe) part of the Contract including: the publicly available videos entitled 'StoryTerrace Swift Webinar' and 'Talk: Capture your life story in a book'; the three quotes from and numerous references to ghost-writers on the Appellant's website; the call script; the additional services (insofar as they included ghost-writing); and Mr Bruining's uncontested evidence about various communications with its customers. We are satisfied that nothing in these vitiates our analysis of the Contract.

Conclusion on application of the 'predominance test'

68. We do not consider that this is a case where the bespoke nature/aspect of the Appellant's supplies dominates such that we can conclude that the Appellant is making standard-rated supplies. That is because our view is the Contract's purpose reflects the typical consumer's and that is ensuring that a book is produced to be shared and enjoyed in its physical form: in other words that is the economic and commercial reality of the transaction, and its economic purpose.

69. In light of the above we consider that the typical consumer would regard the provision of the book as qualitatively the most important element of the Appellant's supply. Therefore, in light of the Contract the provision of the book is the predominant element of the Appellant's supply.

CPP

70. HMRC made the alternative and mutually exclusive argument that the Appellant's provision of books to its customers was ancillary to the provision of ghost-writing services pursuant to *Card Protection Plan Ltd v Customs and Excise Commrs* (Case C- 349/96). In light of our conclusions above we do not need to deal with that argument and so do not do so.

Fiscal neutrality

71. An important part of the Appellant's case was that HMRC's treatment of it breached fiscal neutrality because, in broad terms, one of its competitors' supplies were not being treated in the same way as the Appellant's. It is unfortunate that, and it was not clear to us why, it was not until Ms Seymour's examination in chief that HMRC revealed for the first time that it was treating the Appellant's competitor's supplies in the same way as the Appellant's. Consequently, the Appellant withdrew its fiscal neutrality ground and we do not deal with it.

CONCLUSION

72. For the reasons set out above we uphold the appeal.

RIGHT TO APPLY FOR PERMISSION TO APPEAL

73. This document contains full findings of fact and reasons for the decision. Any party dissatisfied with this decision has a right to apply for permission to appeal against it pursuant to Rule 39 of the Tribunal Procedure (First-tier Tribunal) (Tax Chamber) Rules 2009. The application must be received by this Tribunal not later than 56 days after this decision is sent to that party. The parties are referred to "Guidance to accompany a Decision from the First-tier Tribunal (Tax Chamber)" which accompanies and forms part of this decision notice.

Release date: 11th DECEMBER 2025

ANNEX

These are the Terms & Conditions under which Story Terrace Ltd provides you, whether you are a Customer, 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 and the document below will be a legally enforceable agreement between you and Story Terrace Ltd. Please, therefore, ensure you read, understand, accept and are happy with these Terms & Conditions before ordering a product or participating in a project with us.

Application

I. General Provisions:

1. These Terms & Conditions apply to the purchase of the Goods and Services by You (the “Customer” or “Client”, being the person purchasing the Goods and Services) and to you if you are a “StoryTeller” (being the person for whom the Goods and Services were purchased) or a “Contributor” (a person whose efforts or content are required to complete the Goods and Services).
2. We are Story Terrace Ltd, a company registered in England and Wales with company number 08905280 whose registered office and trading address is Office 4.05 – TOG 133 Whitechapel High Street, London, E1 7QA, United Kingdom (“Story Terrace” or “StoryTerrace” or the “Supplier” or “Us” “We”).
3. These are the terms on which we sell all Goods & Services to our Customers. 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.
4. Customers agree that We can take directions from the StoryTeller, and that You buy these Goods & Services as if they were the Customer.

II. Interpretation

5. “Book” or “Books” means the final output, whether long or short form and whether printed or in electronic format (defined as hard-drives/ image files/ e-books and any other digital formats including moving images), that has been created by StoryTerrace using the Customer’s, StoryTeller’s and/ or Contributor’s input.
6. “Customer” or “Client” means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession unless a contract between StoryTerrace and a company has been executed in which case it refers to a company;
7. “Content” means a Book or any text, photographs, illustrations, audio files, video, etc. supplied by the Customer, StoryTeller or Contributor or by StoryTerrace or one of its subcontractors;
8. “Contract” means these legally-binding Terms & Conditions between You and Us for the supply of the Goods and Services;
9. “Contributor” means a person that has contributed any content or has been interviewed as part of creating a Book;

10. “Delivery Location” means the location indicated by the Customer or StoryTeller where the Goods are to be supplied, as set out in the Order;

11. “Durable Medium” means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

12. “Goods”, “Services” or “Goods & Services” means the goods and services advertised on the Website or agreed in written form that we supply to you of the number and description as set out in the Order;

13. “Order” means the Customer’s order for the Goods & Services from the Supplier as submitted following the step by step process set out on the Website or through a separate written agreement; whether paid for online, by phone, bank transfer or otherwise;

14. “Privacy Policy” means the terms which set out explaining how we will deal with confidential and personal information received from you via the Website, during creation of the Goods and Services or via third parties;

15. “Production Schedule” or “Project Plan” means the project plan shared with the Storyteller at the start of the process. Project plans run as standard for 7 months with a maximum duration of 9 months before extension fees are applicable. Editors from time to time adapt Project Plans during the course of a project or to meet specific requirements set out at the start of the project such as a desire to complete a project by a certain date.

16. “StoryTeller” means the person the Book 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 writer assigned to the project, by supplying or a manuscript, and uploading images;

17. “Website” means our website storyterrace.com and any other related domains on which the Goods & Services are advertised or through which the Services are supplied.

III. Goods & Services and Process

18. The description of the Goods & Services and process to create them is as set out on the Website, in catalogues, brochures or another form of advertisement. However, any description we have provided is for illustrative purposes only. There may be limited discrepancies in the Goods & Services supplied. We may also adapt the process in order to create the best possible service and final product.

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

20. 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 need to complete the Order.

21. It is your responsibility to sign-off or request adjustments to the work done by your writer, editor and/ or designer.

22. We will provide the StoryTeller with a Production Schedule which provides ample room for the StoryTeller to take unplanned breaks during

your project and still complete your project within the maximum time of 9 months from purchase or the date a package was gifted. If you would like to take longer than that, the extension fees apply. If delays were to occur on our end we will add those to the 9 months. For some projects, because the StoryTeller will not be available for a while or due to its exceptional length, we can agree on a longer time frame in writing upfront. In case of hospitalisation or passing of the StoryTeller, we will pause a project for up to 2 months at no extra charge. Please inform us by email in such cases.

23. You will provide your feedback on the outline, sample chapter, draft manuscript and design proofs via email or the BookMaker platform in line with the dates agreed in your production schedule. You will also have the opportunity to have a consultation with your project editor around each of these milestones to discuss your feedback and any points you would like our guidance on. If you'd like to provide your feedback on a printed document, in person or over the phone you require our offline service which comes at an additional cost.

24. We will write the Book according to the outline and sample chapter approved by you. If you change your mind afterwards and would like to change the outline/structure of the Book — by adding stories not included in the approved outline, for example — or if you would like to change the writing style inferred from the sample chapter, this creates substantially more work. We can provide you with a quote for such additional work.

25. We will incorporate all clearly articulated changes to the text you request on your first draft in a single round of revisions. It's your book so please let us know as many changes in this round of revisions as you'd like to make the perfect book. If you are unsure about any text, your title, your back cover, the image to use on your front cover, you name it – your writer or editor will be delighted to make suggestions in your dedicated consultation and help you make the right choices. If you change your mind and would like to have more changes in a further round of revisions we can provide you with a quote for the additional work. If we don't receive your feedback for 30 days after providing the draft manuscript we assume you are happy for us to proceed to design your Book. Your writer will not be available after this point and extra charges may apply if you would like to request changes after this point.

26. If we don't hear from you for 30 days after providing the proofs we assume you are happy for us to proceed to finalise your Book and if applicable send these to print.

27. If you prefer to send us or a third party we work with physical documents including photos, you require our offline service which comes at an additional cost. We are not liable for the loss of or damage to physically sent documents.

28. Please note that it is common for typos and possible for errors to slip through the cracks for any book, even the most successful bestsellers. We will do our best to catch them all but can't guarantee this. If you find any factual errors or misspellings we will incorporate the corrections as long as you indicate these to us before approving the draft for print.

29. Extension fees are reviewed once per calendar year and therefore subject to change. We will inform you at least one month in advance of such changes. Our current extension fees are:

1. £400 per month for Novella Packages;

2. £300 per month for Complete Packages;
3. £200 per month for Compact Packages;
4. For tailor-made packages, the Novella Package fee will apply unless another fee is agreed in writing;
30. Extension fees will need to be paid by the end of the 9 months or any later date agreed between You and Us in writing from when extension fees apply (for example in case the date got extended due to hospitalisation). Fees will be incurred and payments will be required on a monthly basis from thereon until the project has been approved by You to go to print. If extension fees have not been paid within 14 days of the date from which extension fees are due we reserve the right to close down your project.
31. In case a writer can't proceed with your project we have the right to replace them with a writer of the same or higher standing considering your original writer match request. Any delays due to such change will be added to your project timeline without you incurring any cost.
32. If you do not communicate with StoryTerrace for more than 60 days during the course of your project without informing us about this beforehand, we terminate your project with no refund (see Clause 54 which sets out our refund policy in more detail). StoryTerrace agrees to attempt to contact the StoryTeller at least 5 times by email, post, voicemails or a combination during this 60 day period. You will be able to restart your project within 6 months of the cancellation by notifying us in an email. Restarting a project creates additional work. Therefore, in those cases we will create a new project plan and price to complete your project. We will only restart the project once the full fee to complete the project has been paid.
33. We ask that all Clients, StoryTellers and Contributors keep communication respectful at all times. Our team loves creating beautiful books for a wide range of clients and we would like them to enjoy their work every single day. StoryTerrace reserves the right to cancel projects where abusive behaviour is directed towards StoryTerrace staff or freelancers (e.g. writers), whether abuse occurs in person, in writing, or over video or phone call(s). Examples of abusive behaviour include swearing, derogatory tones of voice and/or sexist, racist, homophobic or otherwise bigoted language, and any other behaviour that StoryTerrace will reasonably deem to be abusive. In severe cases, the Client's project will be immediately cancelled and the Client will not be eligible for a refund. In some cases, a written warning will be provided to the Client. StoryTerrace reserves the right to inform authorities of threatening and violent behaviour.
34. 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 the Customer to us in writing. The Customer grants the StoryTeller the right to buy or add-on additional Goods & Services.
35. If you are dissatisfied with any form of the process, you will inform us immediately via an email with the header "Dissatisfaction notice" to the email address in the "Attribution" section. You may request a call back if you'd like to discuss your issue. You will provide us with the opportunity to remedy any dissatisfaction and we will make reasonable efforts to remedy your valid dissatisfaction.

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

37. We can make changes to the Goods & Services which are necessary to comply with any applicable law or safety requirement at any point in time. We will notify you of these changes.

IV. Grant of Rights and Territory

38. Term or time of period is the life of the copyright.

39. Geographic scope: world.

V. Personal Information

40. Any information retained and used by StoryTerrace falls under the Privacy Policy.

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

42. You provide us with permission to use your front and back cover for promotional purposes. You can withdraw such permission at any point in time via an email with the header "Permission Withdrawal" to the email address in the "Attribution" section. We will comply with your request as soon as practically possible.

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

VI. Copyright & Confidentiality

44. StoryTeller, Contributors and Customer agree that the copyright of any Content that is provided is automatically passed on to the StoryTeller and StoryTerrace. StoryTeller and StoryTerrace can therefore use any content in the Book in the format it was supplied by a Contributor or adapted as they see fit.

45. The StoryTeller has the right to share the Book both electronically and in print, 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.

46. Books are not produced for publishing to the general public.

47. Unless otherwise agreed in writing, Books are private and confidential.

48. StoryTeller and StoryTerrace share the copyright of the Book and any draft versions of the Book or the manuscript. This means StoryTerrace cannot publish the Book or any part of it, without the permission of the StoryTeller; and vice versa.

49. Please let your StoryTerrace editor know if you would like to publish your book more widely. StoryTerrace can grant you these rights by agreeing to some additional terms, which are for your and our legal protection, in writing. You can request a draft copyright transfer agreement at any point.

50. If you publish any Content or any content is published on your behalf, you assume full responsibility for the publication and hold StoryTerrace harmless for any damages resulting from that publication, even if the publication is facilitated or executed by StoryTerrace.

VII. Basis of Sale

51. The description of the Goods & Services on our website does not constitute a contractual offer to sell the Goods and Services. When an Order has been submitted on the Website, we can reject it for any reason, although we aim to tell you the reason without delay.

52. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

53. A Contract will be formed for the Goods and Services ordered only when you receive an email from us confirming the Order (the "Order Confirmation"). 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 (ie the Order Confirmation). You will receive the Order Confirmation within a reasonable time after making the Order, but in any event not later than the delivery of any Goods and Services supplied under the Contract.

54. Any quotation is valid for a maximum period of 7 days from its date, unless we expressly withdraw it at an earlier time or have made an obvious error.

55. 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 StoryTerrace in writing.

56. We intend that these Terms and Conditions apply only to a Contract entered into by you as a consumer. If this is not the case, you must tell us, so that we can provide you with a different contract with terms which are more appropriate for trading with a business.

VIII. Price & Payments

57. The price of the Goods & Services and any additional delivery or other charges is the price set out on the Website at the date of the Order or such other price as we may agree in writing and confirm in your Order Confirmation. You will provide us the opportunity to correct any errors we make when quoting a tailored package.

58. Prices and charges include VAT at the rate applicable at the time of the Order. Please inform us if you are a business, as different sales VAT may apply.

59. You must pay by submitting your credit or debit card details with your Order or we can take payment immediately via BACS or telephone.

60. You can pay in full or through 5 equal monthly instalments of the total purchase price.

61. The first payment is a refundable deposit. It is due before the start of the process. This amount becomes non-refundable when you accept a proposed writer for your project, or 30 days after payment – whichever is earlier.

62. For tailored packages we may agree different payment terms in writing.

63. Upgrades are invoiced immediately and need to be paid before we can proceed with the process.

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

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

IX. Delivery

66. We will deliver the Goods to the Delivery Location by the time or within the agreed period or, failing any agreement, without undue delay. If any step in the process is delayed by the StoryTeller or a Contributor, delivery of the Goods is likely to be delayed.

67. If you or your nominee fail, through no fault of ours, to take delivery of the Goods at the Delivery Location, we may charge the reasonable costs of redelivering them. We have no opportunity to store goods. Therefore, if delivery fails you may need to reorder and pay again for your Books.

68. The Goods will become your responsibility from the completion of delivery or Customer collection. You must, if reasonably practicable, examine the Goods before accepting them.

X. Risk and Title

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

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

XI. Conformity

71. We have a legal duty to supply the Goods and Services in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

72. Upon delivery, the Books will:

1. if printed, be of satisfactory quality in relation to book industry standards;
2. if printed, be in line with the digital version approved by you;
3. conform to their description as set out in the Order Confirmation;

73. Although we aim to deliver your Book(s) in the highest quality possible, we can't guarantee a book without any errors. A book without mistakes simply does not exist, even in commercial publishing, regardless of the size of print run or success of the title.

74. With the Customer's or StoryTeller's final approval of the proof, the Customer or StoryTeller confirms that they accept the quality of the Book(s) and agree that no further comments will be entered or changes requested.

XII. Successors and Subcontractors

75. StoryTerrace can transfer the benefits and obligations of this Contract to a third party in case of a sale, merger or legal restructuring.

76. The Supplier will be liable for the acts of any subcontractors who it chooses to help perform its duties.

77. If the Client is a person it can't transfer the benefits and obligations of this Contract.

78. If the Client is a company it can only transfer the benefits and obligations of this Contract to a third party in case of a sale, merger or legal restructuring.

XIII. Circumstances Beyond the Control of Either Party

79. In the event of any failure by StoryTerrace because of a force majeure or an act of God:

1. StoryTerrace will advise the other party as soon as reasonably practicable; and

2. StoryTerrace's obligations will be suspended so far as is reasonable, provided

that it acts reasonably, and will not be liable for any failure which it could not reasonably avoid, but this will not affect the Customer's above rights relating to delivery and any right to cancel.

XIV. Excluding Liability

80. The Supplier does not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by gross negligence or breach of the Supplier's other legal obligations. Subject to this, the Supplier is not liable for (i) loss which was not reasonably foreseeable to both parties at the time when the Contract was made, or (ii) loss (eg loss of profit) to the Customer's business, trade, craft, profession or reputation as the Supplier believes the Customer is not buying the Goods wholly or mainly for its business, trade, craft or profession.

81. StoryTerrace 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.

82. The total aggregate liability of StoryTerrace, whether in contract or tort, to Customer, StoryTeller and Contributor under or in connection with the Order or any actions or inactions of Story Terrace Ltd 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.

XV. Withdrawal, Cancellation and Refunds

83. You can cancel the Order by sending an email with the title "Order Cancellation" to accounts@storyterrace.com copying your editor. You don't need to give us a reason.

84. Our Goods & Services are personalised. In relation to our standard packages, printing is a small part of the cost of the Goods & Services StoryTerrace provides. Therefore, if you would like to cancel a project once the writer, editor, designer or any other person providing a service directly related to your project has commenced work, your ability to request a refund is limited.

85. Before you have accepted a proposed writer and within 30 days of the Order, you can request a full refund except for certain costs that have already been incurred by us including the price of our welcome package, postage, costs related to booked travel arrangements (if applicable), and any transaction cost.

86. In relation to partial refunds, if you cancel:

1. After you accept a writer match or 30 days since the Order, but before your first interview and within 60 days, you can retrieve 80% of the price of your package if you have paid in full;

2. After your first interview or 60 days since the Order, but before approving your outline and sample chapter and within 90 days, you can retrieve 50% of the price of your package if you have paid in full;

87. For the avoidance of doubt, you are no longer eligible for refunds after approving your outline or after more than 90 days since the Order.

88. We will make any applicable reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to discontinue our services.

89. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. We are not able to repay by check. In such a case, please provide us with an alternative such as the details required for a bank transfer.

XVI. Governing Law, Jurisdiction and Complaints

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

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

92. We try to avoid any dispute and intend to deal with complaints promptly.

XVII. Attribution

Story Terrace Ltd, Office 4.05 – TOG, 133 Whitechapel High Street

London, E1 7QA, United Kingdom

Email: info@storyterrace.com 11

Phone: +44 208 629 1001