
TERMS AND CONDITIONS FOR THE SALE OF GOODS

BACKGROUND:

These Terms and Conditions are the standard terms for the sale of goods by Napier Hill Press, a company registered in England under 8522718 of PO Box 644, Macclesfield, Cheshire, SK10 9LT.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Business Day”	means, any day other than a Saturday, Sunday or bank holiday;
“Calendar Day”	means any day of the year;
“Commercial Unit”	means a delivery of Goods, the character and/or value of which would be materially impaired if divided;
“Contract”	means the contract for the purchase and sale of Goods, as explained in Clause 2;
“Goods”	means the goods which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);
“Month”	means a calendar month;
“Price”	means the price payable for the Goods;
“Special Price”	means a special offer price payable for Goods which We may offer from time to time;
“Order”	means your order for the Goods [as attached] OR [as shown overleaf];
“Order Confirmation”	means Our acceptance and confirmation of your Order as described in Clause 2;
“We/Us/Our”	means Napier Hill Press Ltd, a company registered in England under 8522718 of PO Box 644, Macclesfield, Cheshire, SK10 9LT. and includes all employees and agents of Napier Hill Press.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. The Contract

2.1 These Terms and Conditions govern the sale of goods by Us and will form the basis of the Contract between Us and you. Before making your Order, please

ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

- 2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at our discretion, accept.
- 2.3 A legally binding contract between Us and you will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order Confirmations will be provided in writing.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:
 - 2.4.1 The main characteristics of the Goods;
 - 2.4.2 Our identity (set out above in sub-Clause 1.1) and contact details (set out below in Clause 12);
 - 2.4.3 The total Price for the Goods including taxes or, if the nature of the Goods is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 2.4.4 Where applicable, all additional delivery charges or, where such charges cannot be calculated in advance, the manner in which they will be calculated;
 - 2.4.5 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;
 - 2.4.6 Our complaints handling policy;
 - 2.4.7 We shall ensure that you are aware of Our legal duty to supply goods that are in conformity with the Contract;
 - 2.4.8 Where applicable, details of after-sales services and commercial guarantees;
 - 2.4.9 Where applicable, the functionality, including appropriate technical protection measures, of digital content; and
 - 2.4.10 Where applicable, any relevant compatibility of digital content with hardware and software that We are aware of or might reasonably be expected to be aware of.

3. Description and Specification of Goods

- 3.1 We have made every reasonable effort to ensure that the Goods conform to illustrations, photographs and descriptions provided in Our sales and marketing literature. We cannot, however, guarantee that all illustrations and/or photographs will be precisely accurate due to discrepancies that may arise during the printing process.
- 3.2 If you receive any Goods that do not conform to illustrations, photographs or descriptions under sub-Clause 3.1 you may return those Goods to Us as provided in Clause 7.
- 3.3 If We find, or are made aware of, any typographical, clerical or other

accidental errors or omissions in any sales and marketing literature, price lists or any other documents We will make every reasonable effort to correct such errors or omissions as soon as is reasonably possible. If, as a result of any such error or omission, you have received the wrong Goods, you may return those Goods to Us for non-compliance with the description as provided in Clause 7. If, as a result of any such error or omission, you have paid too much, We will refund the excess paid for the Goods.

- 3.4 We reserve the right to make any changes in the specification of the Goods that may be required to conform to any applicable safety or other legal or regulatory requirements without notice.

4. Orders

- 4.1 All Orders for Goods made by you will be subject to these Terms and Conditions.
- 4.2 You may change your Order at any time before we despatch the Goods by contacting Us. Requests to change Orders do not need to be made in writing.
- 4.3 If your Order is changed We will inform you of any change to the Price in writing.
- 4.4 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you have already paid for the Goods under Clause 5, the payment will be refunded to you within 10 working days. If you request that your Order be cancelled, you must confirm this cancellation in writing.
- 4.5 We may cancel your Order at any time before We despatch the Goods in the following circumstances:
- 4.5.1 The Goods are no longer in stock and We are unable to re-stock (if, for example, the Goods are discontinued); or
- 4.5.2 An event outside of Our control continues for more than 28 days (please see Clause 11 for events outside of Our control).
- 4.6 If We cancel your Order under sub-Clause 4.5 and you have already paid for the Goods under Clause 5, the payment will be refunded to you within 10 working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

5. Price and Payment

- 5.1 The Price of the Goods will be that shown in Our price list in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.
- 5.2 If We quote a Special Price which is different to the Price shown in Our current price list, the Special Price will be valid for 30 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.
- 5.4 We have made every reasonable effort to ensure that our Prices, as shown in Our current price list are correct. Prices will be checked when We process

your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

- 5.5 All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, We will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where We have already received payment in full from you.
- 5.6 Our Prices exclude the cost of delivery. Delivery costs will be added on to the final sum due. Please note that delivery costs vary according to the country of delivery as shown on our schedule of delivery costs.
- 5.7 All payments for Goods must be made in advance before We can despatch the Goods to you.
- 5.8 We accept the following methods of payment:
 - 5.8.1 Paypal;
 - 5.8.2 Institutional invoice (e.g. Library, University, Limited Company, NHS Department) with advance payment for goods
- 5.9 If you do not make payment to us by the due date as shown in/on the order confirmation We may charge you interest on the overdue sum at the rate of 4% per annum above the Bank of England base rate. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.10 The provisions of sub-Clause 5.10 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

6. Delivery

- 6.1 Please note that delivery is currently only possible within the United Kingdom, mainland Europe, Australia/New Zealand and North America (Canada and US). Delivery to other countries may be possible by making direct contact with Us (see Clause 12).
- 6.2 When We provide you with an Order Confirmation, We will provide an estimated delivery date. Please note that estimated delivery dates may vary according to the availability of Goods, your location, and circumstances beyond our control. Unless agreed otherwise, the Goods will be delivered without undue delay after the date on which the Contract is formed.
- 6.3 Delivery will be deemed to have taken place when the Goods have been delivered to the delivery address indicated in your Order and you (or someone identified by you) have taken physical possession of the Goods.
- 6.4 If for any reason We are unable to deliver the Goods at your chosen delivery address, We will leave a note informing you where the Goods are and how re-delivery can be made. If redelivery is not possible within a reasonable time period, the Goods will be returned to Us and you will receive a refund.
- 6.5 The responsibility (sometimes referred to as the “risk”) for the Goods remains

with Us until delivery is complete as defined in sub-Clause 6.3 at which point it will pass to you.

- 6.6 You own the Goods once We have received payment in full for them.
- 6.7 Please note that delivery to the following areas may require more time:
 - 6.7.1 Areas outside mainland UK
 - 6.7.2 Highlands and Islands of Scotland, UK
- 6.8 Please note carefully the following:
 - 6.8.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.
- 6.9 If the Goods form a Commercial Unit, you may only reject or cancel all of the Goods, not a portion of them.

7. **Faulty, Damaged or Incorrect Goods**

- 7.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase. If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a refund, repair or replacement.
- 7.2 You will have a reasonable period of time (depending upon the nature of the Goods) following receipt to inspect and reject the Goods. After this period, or if you use the Goods in a manner that is inconsistent with Our ownership of them (for example, making alterations or otherwise customising the Goods), or if you tell Us that you have accepted the Goods, you will be deemed to have accepted the Goods. Before accepting the Goods you will be entitled to reject them and receive a full refund (or a repair or replacement if you prefer it) if the Goods are not of satisfactory quality, unfit for purpose, or do not match their description. Please note that if you request that the Goods be repaired before you have accepted them, you will not be deemed to have accepted them by virtue of requesting a repair.
- 7.3 If you have accepted the Goods, as described in sub-Clause 7.2, you may no longer be entitled to a full refund in which case you may request a repair or replacement. If a repair or replacement is not possible, would impose a significant burden on Us, or could not be performed within a reasonable time and without significant inconvenience to you, you may opt either to keep the Goods at a reduced price, or to cancel the contract and receive a refund. Please note that such refunds may be reduced to take account of any use you have had of the Goods since they were delivered to you.
- 7.4 If you are rejecting the Goods and claiming a full refund under sub-Clause 7.2 you must prove to Us that the Goods were not of satisfactory quality, unfit for purpose, or did not match their description when you received them. If you have accepted the Goods and are instead seeking a repair or replacement under sub-Clause 7.3 within six months of receipt, it will be assumed that the problem existed at the time of delivery unless Our subsequent assessment of the Goods proves otherwise. If you are seeking a repair or replacement under sub-Clause 7.3 after six months following receipt, please note that you must prove to Us that the problem existed at the time of delivery. Please note that

your right to make a claim under this Clause 7 lasts for up to six years after the date of delivery. Please contact your local Citizens' Advice Bureau or Trading Standards Office for more information.

- 7.5 Please note that you will not be eligible to claim under this Clause 7 if We informed you of any faults, damage or other problems with the Goods before your purchase of the them; if you have purchased the Goods for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Goods for that purpose; or if the problem is the result of normal wear and tear, misuse or intentional or careless damage. Please also note that you may not return Goods to Us under this Clause 7 merely because you have changed your mind. Please refer to Clause 8 for details of what to do if you change your mind.
- 7.6 To return Goods to Us for any reason under this Clause 7, you may return them to Us by post or another suitable delivery choice. We will be fully responsible for the costs of returning Goods under this Clause 7 and will reimburse you where appropriate.
- 7.7 Replacements issued under this Clause 7 will be dispatched within a reasonable time and in any event within 10 working days of Our receipt of the original Goods. All repairs and/or replacements will be performed and/or issued at Our expense. Refunds (whether full or partial, including reductions in price) under this Clause 7 will be issued within 10 working days of the event triggering the refund.
- 7.8 Any and all refunds issued under this Clause 7 will include all delivery costs paid by you when the Goods were originally purchased.
- 7.9 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

8. Returning Goods If You Change Your Mind

- 8.1 If you are not satisfied with any (non-bespoke) Goods purchased from Us you have the right to return them in exchange for a refund or a replacement, subject to the provisions of this Clause 8. This Clause 8 does not apply to Goods that are faulty or damaged. For incorrect, faulty or damaged Goods please refer to Clause 7.
- 8.2 This Clause 8 does not apply to bespoke Goods. Goods which We have produced or altered to order for you cannot be returned if you change your mind.
- 8.3 If you wish to return Goods to Us under this Clause 8 you must do so within 28 calendar days of taking delivery (or collecting them from Us), telling Us why you wish to return the Goods.
- 8.4 All Goods must be returned to Us under this Clause 8 in their original condition, in their original, un-opened packaging, accompanied by proof of purchase.
- 8.5 You may return Goods to Us by post or another suitable delivery service of your choice. You are solely responsible for the cost of returning Goods to Us under this Clause 8.
- 8.6 Refunds or replacements will be issued to you within 10 working days of Our receipt of the Goods if you return Goods to Us by post or similar delivery

service.

9. **Guarantee**

- 9.1 For Goods that We have produced, customised or altered (including bespoke Goods), We guarantee that for a period of 28 days from the date of delivery, the Goods will be free from material defects. This guarantee is subject to the exceptions listed in sub-Clause 9.2.
- 9.2 Our guarantee does not apply to any defects in the Goods caused by:
- 9.2.1 Normal wear and tear;
 - 9.2.2 Deliberate damage and/or misuse of the Goods;
 - 9.2.3 Accidental damage;
 - 9.2.4 Failure to use the Goods in accordance with their instructions; or
 - 9.2.5 The alteration or repair of the Goods by you or any third party that is not authorised by Us.
- 9.3 Our guarantee exists in addition to your legal rights as a consumer (that the Goods match Our description, that they are of satisfactory quality and that they are fit for purpose). More information on your rights as a consumer can be obtained from your local Citizens Advice Bureau or from the Office of Fair Trading.

10. **Our Liability**

- 10.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms and Conditions or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 10.2 We only supply Goods for professional use by speech and language therapy practitioners and related professions and for individuals for private use. We make no warranty or representation that the Goods are fit for commercial, business or industrial use of any kind (including resale). By making your Order, you agree that you will not use the Goods for such purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- 10.3 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 10.4 Furthermore, nothing in these Terms and Conditions seeks to exclude or limit Our liability for the following with respect to your rights as a consumer:
- 10.4.1 Breach of your right to title and quiet possession as implied by section 12 of the Sale of Goods Act 1979;
 - 10.4.2 Breach of terms relating to description, satisfactory quality, fitness for purpose and samples as implied by sections 13, 14 and 15 of the Sale of Goods Act 1979;

10.4.3 Our liability relating to defective products as set out in the Consumer Protection Act 1987.

11. Events Outside of Our Control (Force Majeure)

- 11.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism, acts of war, governmental action, epidemic or other natural disaster, or any other event that is beyond Our control.
- 11.2 If any event described under this Clause 11 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 11.2.1 We will inform you as soon as is reasonably possible;
- 11.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 11.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;
- 11.2.4 If the event outside of Our control continues for more than 28 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;
- 11.2.5 If an event outside of Our control occurs and you wish to cancel the Contract, you may do so in accordance with your right to cancel under sub-Clause 4.4 above.

12. Communication and Contact Details

- 12.1 If you wish to contact Us, you may do so by telephone at 07495574437 (UK phone contact) or by email at enquiries@napierhillpress.co.uk
- 12.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:
- 12.2.1 Contact Us by email at enquiries@napierhillpress.co.uk; or
- 12.2.2 Contact Us by pre-paid post at Napier Hill Press Ltd, PO Box 644, Macclesfield, Cheshire, SK10 9LT, United Kingdom.

13. Complaints and Feedback

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our website at www.napierhillpress.co.uk.
- 13.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
 - 13.3.1 In writing, addressed to the Directors, Napier Hill Press Ltd, PO Box 644, Macclesfield, Cheshire, SK10 9LT, United Kingdom;
 - 13.3.2 By email, addressed to the Directors at enquiries@napierhillpress.co.uk;
 - 13.3.3 By contacting Us by telephone on 07495574437

14. **How We Use Your Personal Information (Data Protection)**

- 14.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- 14.2 We may use your personal information to:
 - 14.2.1 Provide Our Goods and services to you;
 - 14.2.2 Process your payment for the Goods; and
 - 14.2.3 Inform you of new products and services available from Us. You may request that we stop sending you this information at any time.
- 14.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.
- 14.4 We will not pass on your personal information to any other third parties.

15. **Other Important Terms**

- 15.1 We may transfer Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs you will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms will be transferred to the third party who will remain bound by them.
- 15.2 You may transfer (assign) the benefit of the guarantee in Clause 9 to any person who purchases the Goods from you after you have completed purchasing the Goods from Us.
- 15.3 You may not transfer (assign) your other obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.4 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions. This is subject to sub-Clause 15.2 and any purchaser to whom the guarantee has been transferred under that sub-Clause will be entitled to enforce the guarantee.
- 15.5 If any of the provisions of these Terms and Conditions are found to be

unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

- 15.6 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

16. Governing Law and Jurisdiction

- 16.1 These Terms and Conditions (and the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 16.2 Any dispute, controversy, proceedings or claim between Us and you relating to these Terms and Conditions (or the Contract) (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the non-exclusive jurisdiction of the courts of England and Wales.