

The Stationery Office Limited

Terms and Conditions of Sale

These Terms and Conditions govern the supply of goods by The Stationery Office Limited pursuant to website orders and orders placed by telephone, post or email.

Defined terms are capitalised and definitions appear at the end of this document.

1. Contract Process

- a. Where You submit Your Order to Us on the Website or by emailing Your Order direct to Us at customer.services@tso.co.uk:
 - i. You will receive an electronic confirmation of receipt of your Order and of the details of Your Order as soon as is reasonably practicable. You will be notified if the Goods are unavailable or if Your Order cannot be fulfilled for any other reason.
 - ii. If at any time you wish to alter the details of your Order, please contact customer.services@tso.co.uk. You will not be able to alter the details of the Order once the Goods have been packed for despatch.
 - iii. No binding contract is formed until We have packed the Goods (or any part of them) for despatch to You.
- b. Where You submit Your Order to Us by telephone or by post:
 - i. You will be notified if the Goods are unavailable or if your Order cannot be fulfilled for any other reason.
 - ii. No binding contract is formed where You place Your Order by telephone until We have confirmed to You the availability of the Goods as ordered. Where you have placed Your Order by post no binding contract is formed until We have packed the Goods (or any part of them) for despatch to You.
- c. We will retain a copy of the Contract for one year in the case of all orders other than Standing Orders, the Contracts for which will be kept for 5 – 6 years. We strongly advise You to keep a copy for Your own records.

2. Obligation to Supply

- a. We are only liable to supply You with those Goods which:
 - i. You describe accurately in your Order; and
 - ii. are in stock at the time of receipt of Your Order.
- b. Where You do not accurately describe the Goods, We will use Our reasonable endeavours to supply the correct Goods but You shall not rely on Our skill and judgment in selecting the Goods. We will accept the return of the Goods to Us and issue You a credit invoice if the Goods delivered do not match the description given in Your Order.

3. Delivery

- a. We will deliver the Goods to an address in the United Kingdom during normal business hours within 14 days of the date of receipt of your Order, or the publication date of the Goods (whichever is the later).
- b. Where the delivery address is outside the United Kingdom we will despatch the Goods within 14 days of receiving Your Order.
- c. In either case, We will, unless otherwise agreed, despatch the Goods by standard post and charge You our standard delivery fee, plus VAT if applicable, for each delivery. If You request delivery by any other method We will advise You of our delivery fee.
- d. Where We cannot deliver, whether due to a Force Majeure Event or otherwise, in accordance with the timescales envisaged at 3(a) and 3(b) above, We will advise You and give You the option to cancel Your Order or to accept a revised delivery date. We may make a partial delivery of your Order where not all items are available.
- e. We will arrange the return of the Goods and issue You a credit invoice where We are responsible, and You have been charged, for a duplicated delivery.
- f. We may refuse to accept the return of any duplicate Order or to issue You a credit invoice where, in our reasonable opinion, the Goods were delivered in accordance with a valid Order. In those circumstances, unless we agree otherwise, You will remain liable to pay Us the Price together with the delivery fee and any other applicable taxes or duties in accordance with clause 7.

- g. Where We do accept the return of duplicated Goods delivered in accordance with a valid Order, We reserve the right to apply an administration charge of 5% of the total value of the Order or £10, whichever is the greater.

4. Damage or Loss in Transit

- a. We will replace at no extra cost to You any Goods (including Goods despatched under a Standing Order or a Subscription) damaged on or before delivery, provided that You notify Us of the damage by telephone or in writing as soon as is reasonably possible after receipt of the Goods.
- b. Subject to clause 4(a) above, We will replace at no extra cost to You, any Goods which in Our reasonable opinion have been lost in transit provided that You notify us by telephone or in writing if the Goods fail to arrive within 28 days after the anticipated delivery date.
- c. Where Goods are despatched to You direct from Agency Publishers, the Agency Publisher's policy as regards all claims for items damaged or lost in transit shall apply.

5. Ownership of the Goods

- a. Ownership of the Goods will not pass to You until We have received full payment for them.
- b. Until ownership of the Goods has passed to You:
 - i. You are responsible for taking all necessary steps to prevent damage, loss or harm to the Goods and you shall insure the Goods at Your expense and for Our benefit; and
 - ii. You will hold the Goods as bailee and will resell them on Our behalf as Our agent if we instruct you to do so.
- c. If You become insolvent before We have received full payment for the Goods, We may take the Goods back at Your expense. In the event that You become insolvent, You authorise Us or Our agents or representatives to enter Your premises in order to take back the Goods or to inspect the Goods.

6. Warranty

- a. Subject to clause 6(b), We warrant that the Goods are of a satisfactory quality and reasonably fit for their normal purpose. We do not give any other warranties in respect of the Goods, their condition or delivery, and any warranties implied by statute are excluded to the fullest extent permissible under law.
- b. We do not offer any warranties as to the accuracy or completeness of the information contained in any of the Goods.
- c. These Terms and Conditions do not affect any statutory rights You may have.
- d. If You believe that the Goods are not of a satisfactory quality and You notify Us in writing stating the reason for Your dissatisfaction and return the Goods to Us at Your expense, We will promptly replace them or refund the Price of such Goods.

7. Payment

- a. You shall pay Our invoice for the Price of the Goods within 28 days of the date of Our invoice, unless Our Head of Sales or Accounts Receivable Manager has agreed otherwise in writing.
- b. If You do not pay any sums due hereunder by the due date for payment, We may charge interest on any outstanding amount at the rate of 2% per month above the base rate of the Bank of Scotland from the due date for payment to the date payment is made.
- c. All payments shall be made in £ sterling or Euros. You are responsible for paying any bank or transmission charge in addition to the Price.

8. Intellectual Property Rights

You will not do, or permit to be done, anything that may detrimentally affect Our copyright, trade marks or any other intellectual property rights in the Goods.

9. Cancellation of Order

- a. Where You are a Consumer, You may cancel Your Order without giving any reason by notifying us in writing or by email within 7 working days from the date of receipt of the Goods.

- b. In the event that You are a Consumer and You choose to cancel your Order and return the Goods to Us in accordance with this clause, we will refund the Price, including the delivery fee, to You. You will be responsible for the cost of returning the Goods to Us.
- c. However:
 - i. This right does not apply to Subscriptions; and
 - ii. Orders for the supply of audio or video recordings or computer software may not be cancelled once the Goods have been unsealed.
- d. Where you are not a Consumer:
 - i. You may cancel your Order at any stage before We have packed the Goods for delivery.
 - ii. If You wish to cancel a Subscription or Standing Order after We have entered the Order into Our processing system but before the Effective Start Date, We reserve the right to charge You an administration charge of 5% of the total value of the Order or £10, whichever is the greater.

10. Subscription or Standing Order

- a. Subscriptions and Standing Orders will be renewed automatically at the end of the initial Term (and at the end of any subsequent Term) unless You notify Us in writing, not less than 14 days before the expiry of the Term, that You wish to terminate the Subscription or Standing Order.
- b. Subject to this clause, You may terminate a Subscription or a Standing Order at any time after We have entered the Order into our processing system by giving us 14 days notice in writing.
- c. You can cancel a Subscription or Standing Order before the Effective Start Date pursuant to clause 9(d) (ii).
- d. If You cancel a Subscription after the Effective Start Date, You will not be entitled to receive a refund.
- e. In the case of cancellation of a Standing Order, unless provided otherwise in these Terms and Conditions, You will be liable to pay for all Goods despatched pursuant to the Order during the period of 3 working days after We receive your notification to cancel.

11. Waiver & Severability

- a. Our failure to exercise or delay in exercising any of Our rights or remedies under these Terms and Conditions does not constitute a waiver of such rights or remedies.
- b. If any provision of these Terms and Conditions is found by a court or administrative body of competent jurisdiction to be invalid or unenforceable, it shall not affect the other provisions of these Terms and Conditions which shall remain in full force and effect.

12. Communications

- a. Apart from Orders placed pursuant to clause 1 above, any notices, request or other communication required under these Terms and Conditions shall be in writing, and may be delivered by post or facsimile.
- b. Notices will be deemed to be delivered within 48 hours of posting where they are delivered by ordinary first class mail to an address within the UK and within five working days of posting where there are delivered by air mail to an address outside of the UK or, where they are sent by fax, on receipt of a successful facsimile transmission report.
- c. Notices shall be delivered to Us at the address set out in these Terms and Conditions and to You at the address to which the invoice is sent or such other address as either party notifies from time to time.

13. Variation

These Terms and Conditions are the only terms which apply to this Contract. Any variation to these Terms and Conditions is valid only if it is agreed in writing by Our Head of Sales or Our Accounts Receivable Manager.

14. Headings

The headings used in these Terms and Conditions are for guidance only and shall not affect the interpretation of these Terms and Conditions.

15. Governing Law and Language

- a. These Terms and Conditions shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English courts.
- b. These Terms and Conditions are written in the English language and all notices and communications shall be in the English language. In the event that these Terms and Conditions are translated into another language, the English language text shall prevail.

16. Definitions

In the following, and any other terms and conditions included in the Contract, the expressions listed below shall have the following meanings:

Article 1.

“Agency Publishers” means any publisher producing any of the Goods on Our behalf.

“Contract” means the agreement between Us and You, which includes these Terms and Conditions, made by Our acceptance of your Order.

“Customer, (You, Your)” means whoever places the Order for the Goods with Us.

“Consumer” means any Customer who is a natural person acting for purposes which are outside his business.

“Effective Start Date” means the date of delivery of the first item of the Goods under a Subscription or Standing Order.

“Force Majeure Event” means any circumstances beyond Our reasonable control, including (but not limited to) accidents, flood, fire, natural disasters, industrial disputes, as a result of which the Goods are unavailable.

“Goods” means any items offered for sale by Us and requested by You in the Order.

“Order” means Your request to purchase any Goods. This includes Standing Orders and/or Subscriptions.

“Price” means that amount quoted in Our current price list from time to time plus delivery costs and any applicable Value Added Tax or other taxes or duties.

“Seller (We, Us, Our)” means The Stationery Office Ltd a company registered in England under number 03049649 and whose registered office is at 1-5 Poland Street, London, W1F 8PR, and its authorised representatives and assignees. Our VAT registration number is 676 834780 and our email address is customer.services@tso.co.uk.

“Standing Order” means Your Order for any Goods published during the Term and fitting the description submitted to Us by You in the Order.

“Subscription” means Your Order for specific Goods to be published periodically during the Term.

“Term” means the period of 12 calendar months commencing on the date of the first delivery of the whole or any part of the Goods or any subsequent anniversary thereof.

“Website” means Our website to be found at www.tso.co.uk.