

TERMS & CONDITIONS OF SALE

1.1. **Definitions**

In these conditions 'IP' shall mean Illuminate Publishing Ltd, Redwood House, Leckhampton Hill, Cheltenham, GL539QH, United Kingdom or its duly appointed agent; 'customer' shall mean the person(s) or firm or company purchasing goods from IP; 'goods' shall mean the books, products or other articles sold by IP; 'overseas sales' shall mean sales other than to the United Kingdom.

2. **General**

- 2.1. All orders for the sale of goods accepted by IP are subject to these Terms & Conditions which may only be varied by an authorized official of IP, in writing. Except as provided above, these Terms & Conditions override all conditions provided by the customer.
- 2.2. All goods are sold firm, unless otherwise agreed in writing, and are subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without IP's prior consent, in any format, form of binding or cover other than that in which they are published and without a similar condition including this condition being imposed on the subsequent purchaser.
- 2.3. Each order made by the customer shall constitute a separate contract on the terms of the relevant invoice and these terms and conditions and accordingly there shall not be implied into the terms of the contract any continuing obligation to supply the customer after fulfilment of each order and no notice period shall be required to be given by IP should IP decide to cease trading with the customer.
- 2.4. Any reference in these Terms & Conditions to any provision of a statute shall be confirmed as a reference to that provision as amended, re-enacted or extended.

3. **Publication Date**

- 3.1. New books/titles supplied by IP shall not be sold before the advised publication date.

4. **Prices**

- 4.1. Prices are subject to alteration by IP at any time up to and including the date of invoice. VAT will be charged additionally at the rate current at the date of invoice on all sales where IP must account for VAT.
- 4.2. All quotations or estimates given by IP are subject to IP's confirmation of its acceptance of an order and to availability of the goods. Unconfirmed quotations or estimates shall lapse 30 days after issue, unless otherwise agreed in writing by IP.

5. **Discounts**

- 5.1. All goods are supplied subject to the discount separately agreed between IP and the customer and in force at the date of the invoice.
- 5.2. Any claim relating to the price of goods as stated on the invoice and in particular a claim that the invoice price does not match the quotation or other agreed terms must be notified by the customer to IP within 30 days of receipt of the goods.

6. **Physical Delivery UK**

- 6.1.1. Goods will be delivered carriage paid to customers in the UK when the stipulated point of delivery is the customer's usual place of business. When IP is supplying carriage paid the means of transport shall be completely at IP's discretion.

6.2. **Overseas Sales Delivery**

- 6.2.1. Delivery overseas will be treated on an individual basis, and sales@illuminatepublishing.com will need to be contacted to arrange a cost/delivery time.

6.3. **Time for Delivery**

- 6.3.1. IP will use its reasonable endeavours to meet any agreed delivery date but does not guarantee to do so and time of delivery shall not be of the essence of the contract, unless expressly so agreed in writing by IP.
- 6.3.2. Each delivery of any part of an order will be deemed to constitute a separate enforceable contract to which these Terms & Conditions will apply.

7. **Defective Goods**

- 7.1. The customer shall inspect the goods within seven days after their delivery and shall give written notification to IP of any shortages or manufacturing faults revealed by that inspection.
- 7.2. IP will replace such goods as it agrees to be faulty provided that such replacement can be made from current stock.
- 7.3. If replacement cannot be made from stock, IP will record a backorder for supply on arrival of new stock or, if so requested, credit the invoice value of any faulty goods.
- 7.4. Editorial errors in books will not be accepted as constituting a manufacturing fault, so IP will not replace such goods.
- 7.5. IP reserves the right to recall or withdraw defective stock if at its sole discretion it believes such action is necessary. Customers will be offered replacement stock or the right to cancel their order - no other financial compensation will be implied or offered.

8. Claims for Loss and Damage in Transit in the UK

- 8.1. Where IP has sold carriage paid, the customer shall notify IP in writing (otherwise than by qualified signature on the carrier's consignment note or delivery document) in respect of any loss, damage or delay to the goods within the following time limits:
- 8.1.1. For loss from a package or for damage to a consignment or any part thereof: verbally/mailed within 72 hours of the date of delivery of the consignment or part consignment, followed by a valued claim in writing within 30 days after the termination of transit;
- 8.1.2. For loss, mis-delivery or non-delivery of the whole of a consignment or of any separate package forming part of a consignment: within 72 hours of the customer becoming aware of any non-delivery, followed by a valued claim in writing within 30 days after the commencement of transit.
- 8.2. In computing the above time limits Saturdays, Sundays and public holidays shall not be counted. In the event of a late claim causing prejudice to IP, IP shall be relieved of all and any liability in respect of such a claim.

9. Claims for Loss and Damage in Transit—Overseas Sales

- 9.1. When the risk of loss or damage to the goods remains with IP under the terms of sale, the customer shall immediately notify IP and the carrier in writing in the event of any loss of or damage to or non-delivery of any separate part of the consignment of which the customer takes receipt. The customer shall notify IP and the carrier in writing immediately he becomes aware of any non-delivery of the whole of a consignment. The customer shall indemnify IP against any prejudice suffered by IP as a result of late notification.
- 9.2. When the risk of loss or damage to the goods has passed to the customer under the terms of sale, the customer is advised that failure to give prompt notice to a carrier may prejudice the customer's claim against such carrier.

10. Returns

- 10.1. Returns can only be made if they are authorized in accordance with the current IP Returns Policy, available at www.illuminatepublishing.com.
- 10.2. Undelivered goods or unauthorized returns shall be liable for handling and storage charges if received at IP .

11. Risk and Title

- 11.1. Legal and beneficial ownership in the goods shall not pass to the customer until payment in full is received by IP (in cash or cleared funds) in respect of the following:
- 11.1.1. all sums due to IP in respect of the goods and
- 11.1.2. all other sums outstanding from the customer to IP on any account.
- 11.2. If payments received from the customer are not stated to refer to a particular invoice IP may appropriate such payments to any outstanding invoice.
- 11.3. Until ownership of the goods has passed to the customer, the customer shall:
- 11.3.1. hold the goods on a fiduciary basis as IP's bailee;
- 11.3.2. store the goods (at no cost to IP) separately from any goods belonging to the customer or any third party in such a way that the goods are clearly marked and identifiable as being IP's property, and
- 11.3.3. not destroy, deface or obscure any identifying mark or packaging on or relating to the goods.
- 11.4. IP shall be entitled to enter the customer's premises (or the customer's agent's premises where that agent is storing goods on the customer's behalf) either:
- 11.4.1. upon reasonable notice to inspect the goods or to verify the customer's compliance with this sub-clause; or
- 11.4.2. to re-possess any goods owned by IP so as to discharge any sums owed to IP or enforce the provisions of Clause 16.
- 11.5. The customer may resell the goods before ownership has passed to it solely on the following conditions:
- 11.5.1. any sale shall be effected in the ordinary course of the customer's business; and
- 11.5.2. any such sale shall be a sale of IP's property on the customer's own behalf and the customer shall deal as principal when making such a sale.
- 11.6. If:
- 11.6.1. the customer fails to make any payment to IP when due, or
- 11.6.2. the customer charges or encumbers the goods, or
- 11.6.3. the customer proposes to compound with its creditors or has a bankruptcy petition presented against it, or
- 11.6.4. the customer enters into voluntary or compulsory liquidation or an encumbrancer takes possession or a receiver, an administrator or administrative receiver is appointed over any or all of its assets or the customer takes or suffers similar action, or
- 11.6.5. any event occurs which under the law of any relevant jurisdiction has an analogous effect to any of the events set out above, or

- 11.6.6. IP has reasonable cause to believe that any of these events is likely to occur, then the customer's right to possession of the goods will terminate immediately and IP shall have the right, without prejudice to any other remedies:
- 11.6.7. to enter, without notice, any premises of the customer where goods owned by IP may be and to repossess and dispose of any goods owned by IP so as to discharge any sums owed to IP by the customer for goods and in respect of any other matters, and/or
- 11.6.8. to require the customer not to resell or part with possession of any goods owned by IP until the customer has paid in full all sums due to IP for the goods, and in respect of any other matters, and/or
- 11.6.9. to withhold delivery of any undelivered goods and stop any goods in transit. Where IP is unable to determine whether any goods are the goods in respect of which the customer's right to possession has terminated, the customer shall be deemed to have sold all goods of the kind sold by IP to the customer in the order in which they were invoiced to the customer.

12. Insurance

Until ownership of the goods has passed to the customer, the customer must maintain the goods in satisfactory condition and keep them insured on IP's behalf for their full price against all risks to the reasonable satisfaction of IP. On request the customer shall produce the policy of insurance to IP and shall hold the proceeds of the insurance referred to on trust for IP and not mix them with any other money nor pay the proceeds into an overdrawn bank account.

13. Payment and Interest

Payment shall be made according to the terms agreed between IP and the customer on the invoice. Payment can be made by BACS. Cheques will only be accepted subject to a handling fee- contact IP for details of this. Debit/credit card transactions may also be subject to a handling fee.

Non-payment of invoices on or before the due date shall entitle IP to stop all deliveries and to terminate any contract or commitment in respect of undelivered goods. Should IP not receive full payment by the due date the customer shall, without any need for IP to give notice, become liable to pay interest on the overdue amount at a rate of 4% per cent per annum above the base rate of HSBC plc from the due date for payment until payment is received (before as well as after judgment). Any partial payments will be first credited against interest due. No claim by the customer (whether by way of set off, counterclaim or otherwise) against IP shall entitle the customer to withhold payment of the whole or any part of invoices due for settlement. Costs incurred by IP in recovery of any debt shall be payable by the customer, including agents' commission, solicitors' fees and charges incurred under the jurisdiction of a court of IP's choice. IP reserves the right to invoice goods which are not immediately supplied but are reserved.

14. Cancellation of Orders

Once despatched, goods must be accepted and paid for by the customer and notice of cancellation will not be accepted.

15. Libel

- 15.1 IP reserves the right to withdraw from customers any goods which are the subject of a libel action, or for any other reason at IP's complete discretion, and to forbid the re-sale of any goods which IP's customer has purchased. IP undertakes to bear the expense of the return of such items and also to credit the purchase price. IP completely disclaims responsibility for the continuing sale of goods which IP has asked to be withdrawn, and any such responsibility will pass to the customer acting in defiance of IP's instructions. In the case of overseas customers, IP disclaims responsibility for the export, in accordance with any overseas customer's orders, of any goods which infringe any legislation covering the type of material which an overseas customer is allowed to import into his own country.
- 15.2 The customer shall co-operate fully in any withdrawal (at the expense of IP) by IP of any goods pursuant to this clause 15 and shall give all reasonable assistance requested by IP in recovering the goods and preventing their sale to third parties.

16. Ethical conduct

- 16.1 The customer undertakes to IP that in relation to any business conducted in relation to IP products:
- 16.1.1. it will not offer, give or receive bribes or inducements for any purpose whether directly or through a third party;
- 16.1.2. it will always behave ethically when competing for customers' business and when placing business with suppliers; and
- 16.1.3. it will not offer financial inducements to public officials.

17. Amendments

- 17.1 IP reserves the right to alter or amend these Terms & Conditions of Sale generally, or for any particular class of goods or customer. Customers should refer to the latest Terms & Conditions of Sale, which are available upon request or from IP's website www.illuminatepublishing.com. IP should be notified in writing of any change to the customer's ownership or status.

18.No Waiver

- 18.1 Failure by IP to enforce any of the provisions hereof shall not be construed as a waiver of its rights nor prejudice IP's right to take subsequent action.

19.Force Majeure and Liabilities

- 19.1 No liability shall attach to IP for loss or damage or delivery delays or failure to manufacture or supply goods arising from factors outside its reasonable control including but not limited to acts of God, acts or omissions of civil or military authority, war, fire, flood, nature, disasters, labour disputes, plant breakdown, shortage of supplies, or compliance with orders lawfully given by any public authority.
- 19.2 The express terms of these Terms & Conditions together with any other terms expressly agreed subject to Clause 2 above, set out the customer's remedies in the event that the goods prove defective, are not delivered on time or IP is otherwise in breach of contract.
- 19.3 In any event, IP's liability under or in connection with the supply of the goods, whether in contract, tort, breach of statutory duty or otherwise shall not, except where expressly provided for in these Terms or where such liability cannot be excluded or limited by law, exceed the price paid by the customer for the goods.
- 19.4 These Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by law, and in any event, IP shall have no liability arising out of or in connection with the supply of the goods for indirect, special or consequential losses, wasted or lost management time or time of other employees or for loss of profits or contracts, howsoever caused.

20 Use and Disclosure of the Customer's Information

- 20.1 IP and the customer undertake to each other that they will comply with the Data Protection Act 1998 insofar as it relates to this Agreement.

21. Assignment

- 21.1 The customer may not assign or transfer or sub-contract to any third party its rights or obligations under these Terms without the prior written consent of IP.

22. Severability

- 22.1 If any provision of these Terms is or at any time becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of these Terms shall not in any way be affected.

23. Notices

- 23.1 Any notice or other communication required or permitted to be given under these Terms shall be properly given by either IP or the customer if it is sent in legible form by facsimile transmission, first class recorded delivery or registered post or by personal delivery to IP at Redwood House, Leckhampton Hill, Cheltenham, GL53 9QH, United Kingdom or the customer at the customer's last known address or if it is sent by email to the last known email address of IP or the customer and such email is acknowledged by the recipient.

24. Third Party Rights

- 24.1 A person who is not a party to these conditions has no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its provisions.

25. Law

- 25.1 These Terms & Conditions and any other terms of the sales contract shall be governed and construed in accordance with the Laws of England. The English Courts shall have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in conjunction with the sale of goods by IP to the customer, except that IP shall be entitled to enforce these Terms and the sales contract in the courts of any other jurisdiction in the world.