

# Halsgrove Publishing Terms and Conditions of Sale

## 1. DEFINITIONS

- 1.1 'Buyer' means the individual, firm, partnership or company whose name is on the invoice.
- 1.2 'Terms and Conditions' means the terms and conditions of sale set out in this document.
- 1.3 'Invoice' means the invoice or credit note.
- 1.4 'Halsgrove' means DAA Halsgrove Ltd., registered in England No 4136732 at Halsgrove House, Ryelands Industrial Estate, Bagley Road, Wellington TA21 9PZ.
- 1.5 'Publications' means the goods which the Buyer agrees to purchase from Halsgrove corresponding to the description and in the quantities shown on the invoice.

## 2. TERMS AND CONDITIONS APPLYING

- 2.1 These Terms and Conditions shall apply to all contracts for the sale of Publications to the exclusion of all other conditions.
- 2.2 Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by Halsgrove.
- 2.3 Acceptance of delivery for the Publications shall be deemed as evidence of the Buyer's acceptance of these Terms and Conditions.

## 3. PRICE AND PAYMENT

- 3.1 The price for the Publications is set out on the Invoice which includes VAT if applicable.
- 3.2 The Buyer shall pay for the Publications within the number of days stipulated on the Invoice, such number of days to be calculated from the end of the month in which the Invoice is dated. No queries in respect of pricing or discounts on the Invoice will be considered more than 90 days after the date of Invoice or delivery of Publications whichever is the later.
- 3.3 Halsgrove may stop further orders in the event that amounts payable are overdue or for any other reason at its sole discretion.
- 3.4 Interest on overdue invoices shall accrue from the date when payment becomes due, until the date of payment at the prevailing rate applicable to Statutory Interest at the date of Invoice under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and any subsequent amendments. Interest may be charged to an account at any time after credit terms are exceeded. In the event that it has not been previously applied, it will be charged automatically without further notice or discretion if the account reaches 120 days overdue by the application of an invoice covering 120 days interest, and monthly thereafter for so long as the debt is outstanding. This is without prejudice to Halsgrove's rights to pursue other recovery action simultaneously.
- 3.5 Halsgrove reserves the right to levy a carriage charge of £4.99 for orders below £60 retail value. Single copy orders are sent post free with a standard discount of 20%.

## 4. DELIVERY

- 4.1 Time for delivery of any Publications is not guaranteed and is not of the essence.
- 4.2 Halsgrove shall not be liable to the buyer for late delivery of unavailable items.
- 4.3 Halsgrove shall arrange for the Publications to be delivered to the Buyer's advised delivery address.
- 4.4 The Buyer shall be deemed to have accepted the Publications 24 hours after delivery to the Buyer.
- 4.5 Any claim for Publications damaged in transit or for shortage of Publications must be notified to Halsgrove by 3pm the day after receipt of the Publications. No claim will be considered after this time.
- 4.6 Any proof of delivery required by the Buyer must be requested within 30 days of the invoice date. After this date, delivery will be considered undisputed and no claim of non delivery will be considered.
- 4.7 For export orders, delivery to the Buyer's UK shipping agent shall constitute delivery to the Buyer for the purposes of these Terms and Conditions. The Buyer shall be responsible for all duties and taxes or any other liabilities that may arise on export of the Publications.

## 5. TITLE AND RISK

- 5.1 The Publications shall be at the Buyer's risk from delivery to the Buyer's premises or to the Buyer's appointed shippers, whichever occurs first.
- 5.2 The property in any of the Publications shall not pass to the Buyer until the sum invoiced in respect of the relevant order has been paid AND no other sums are overdue in the Buyer's account(s) with Halsgrove.
- 5.3 The Buyer shall insure the Publications to their full price as shown on the Invoice until the date when the property in the Publications passes to the Buyer. If the Buyer fails to insure the Publications then all sums owing to Halsgrove shall be immediately payable.

## **6. RETURNS**

- 6.1 The Buyer may only return Publications which are in print and are no more than one year old measured from their date of publication or date of most recent reprinting. No returns will be accepted without a valid Returns Authorisation Number (RAN). Application for a RAN must be made in writing or by email to [accounts@halsgrove.com](mailto:accounts@halsgrove.com) detailing the titles and quantities involved. A RAN will only be issued for those Publications where all of the applicable conditions for return below are met.
- 6.2 Publications must be kept for a minimum of four months from the last Invoice date for that Publication before a returns request will be considered except where a waiver of this condition is agreed in advance of the sale.
- 6.3 The number of Publications that may be returned is limited to the number purchased on the last invoice for that Publication.
- 6.4 In order for a returns request to be considered, the Buyer's account must be within credit terms. No request will be considered whilst the Buyer's account is more than 14 days outside of terms or 'On Stop' until the overdue amount has been settled.
- 6.5 No returns will be accepted more than three months from the date a Publication was declared out of print.
- 6.6 No returns will be accepted in respect of Halsgrove Titles supplied to the Buyer by third parties.
- 6.7 Halsgrove reserves the right to reject a returns request if there is reasonable evidence to suggest that the request is not being made in good faith for Publications supplied to the Buyer by Halsgrove. This may include but is not limited to applying for Publications that have not been supplied, applying to return more Publications than were supplied or more than Halsgrove reasonably believe should be to hand.
- 6.8 Returns will be credited to the Buyer's account with Halsgrove and must be returned to Halsgrove at the Buyer's expense except where the return is the result of a Halsgrove error when Halsgrove will arrange for the goods to be collected or the Buyer's account credit with the appropriate return carriage. The packaging for all returns must be clearly marked with the RAN issued when permission to return was given.
- 6.9 Unauthorised returns, returns not displaying a returns number and/ or returns received in less than mint condition will not be credited to the Buyer and may be returned to the Buyer at the Buyers expense.
- 6.10 Where returns are credited to the Buyers account, they will be credited at the unit rate applicable on the last Invoice issued to the Buyer in respect of the relevant Publications.
- 6.11 Buyer's accounts with credit balances that are not reasonably likely to be utilised within three months within the normal course of business will be repaid at the Buyer's request.
- 6.12 Where the Buyer is a Halsgrove Author purchasing copies pursuant to their Author Agreement, Publications are sold firm and no returns will be allowed.
- 6.13 Where the Buyer is a wholesaler, Publications are sold firm and no returns will be allowed except where an agreement detailing a specific returns policy signed by both parties is in place and current at the time of sale.

## **7. MANUFACTURING AND PRINTING FAULTS**

- 7.1 Publications containing a manufacturing or printing fault which in the absolute opinion of Halsgrove is sufficiently serious to constitute a reduction in the retail value will be exchanged within one year of the date of the last invoice to the Buyer for that Publication.
- 7.2 If the Publication is out of print, a credit will be posted to the Buyers account at the unit rate applicable on the last Invoice issued to the Buyer in respect of the relevant Publications.

## **8. LIMITATION OF LIABILITY**

- 8.1 Halsgrove shall be under no liability to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of the purchase or intended purchase of Publications.
- 8.2 Where the Buyer rejects any Publications the Buyer shall have no further rights in respect of the inability of Halsgrove to supply any other Publications conforming to the details set out on the invoice
- 8.3 To the maximum extent permitted by law, under no circumstances shall Halsgrove's liability to the Buyer exceed the net price of the Publications as shown on the Invoice.

## **9. APPLICABLE LAW**

- 9.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising shall be exclusively subject to the jurisdiction of the courts of England and Wales.

## **10. ALTERATION**

- 10.1 Halsgrove reserves the right to update, alter or amend these Terms and Conditions at any time.
- 10.2 The Terms and Conditions applicable to any transaction shall be those published and in force at the date shown on the Invoice for the transaction.