

# Terms and Conditions



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## 1. General

In these Conditions The Company means Atkinson Publications Limited. The Customer means the person, firm or company from whom an order has been received, to whom a quotation has been given or with whom the company has a contract. These conditions shall form the contract between the Company and the Customer. These conditions shall apply except so far as expressly agreed in writing by the Company and shall supersede any terms and conditions proposed by the Customer.

## 2. Pricing and Availability

Prices listed are correct at time of publication: the Company reserves the right to amend prices at any time without prior notice. Orders are accepted on condition that goods will be invoiced at prices ruling at date of invoice. Where goods are to be supplied from stock, such supply is subject to availability of stocks at date of delivery. Should any goods be unavailable orders will be supplied without these items.

## 3. Delivery

Delivery dates. If given, are approximate and the Company will make all reasonable efforts to honour such dates. The Company will not be liable in any circumstances for the consequences of any delay in delivery or failure to deliver. No delay shall entitle a customer to reject any delivery of any order or to cancel or repudiate any contract. The Customer shall not be entitled to reject any delivery by reason of short delivery.

## 4. Loss of or Damaged in Transit

The risk in the goods passes to the Customer on delivery to the destination in mainland Great Britain stipulated in the contract, or if goods supplied for export, when delivered to the carrier on the mainland of Great Britain and the Company accepts no responsibility for any shortage, damage or loss in transit thereafter. If upon delivery or thereafter any of the goods appear to be defective or short delivered, the Customer must advise the Company in writing within 7 days of receipt of goods, quoting invoice and order number, otherwise credit or replacement cannot be allowed.

## 5. Terms of Sale

All goods are sold on a firm sale basis. No returns will be accepted unless they are in perfect condition and authorised beforehand in writing by the Company. Unauthorised returns will not be credited to the Customer and may be sent back to the Customer in each case at the Customers expense.

## 6. Payment Terms

Invoice is due for payment on the date which is equal to the Invoice date plus the credit term of 30 days. The Company reserves the right to charge interest on overdue payments at the daily rate of 1% above the base lending rate of the Bank of England at the time of invoicing and to recover from the customer all expenses (including legal costs) acquired by the Company in obtaining payment on overdue accounts. The Company reserves the right to withhold further supplies in the event of credit limit or period being exceeded or the Customer being in breach of these terms and conditions.

## 7. Retention of Title to Goods

a) Legal and beneficial ownership for goods shall remain with the Company until payment in full has been received by the company: (I) For those goods(II) For any other goods supplied by the Company(III) Of any other moneys due from the Customer to the Company on any account.

b) Until property in the goods passes to the Customer under paragraph (a) above, the Customer shall: (I) Be Baillee of the goods(II) Keep the goods separately and readily identifiable as property of the Company

## 8. Carriage

Delivery of goods within the UK will be freight free for orders over £50 nett, other part carriage will be payable. Delivery of orders below £50 nett will be charged at £2.80 per order. Delivery of goods outside the above area will be as published on the Company's 'Export Trade Order Form' (*The Parson's Pocket Book products only*) unless otherwise agreed in writing by the Company.

## 9. © Copyright

In the event that The Company produces artwork from copy and/or instructions on behalf of a customer all liability regarding copyright remains with the Customer as the publisher of the work. This also applies where The Company place an order for subsequent printing, inclusion on a website, electronic media or production of any kind.

## 10. Applicable Law

This agreement shall be governed and construed in accordance with the Law of England and the parties hereto submit to the jurisdiction of the English Courts