

GENERAL TERMS AND CONDITIONS OF SALE

Document of the British Council for Offices

These are the general terms and conditions of sale (the “**General Conditions**”) of British Council for Offices (“**BCO**”) whose registered office is at 78-79 Leadenhall Street, London, EC3A 3DH (registered with company number 2498018) and registered for VAT purposes with number GB 537 7151 35. These General Conditions, together with any Special Conditions (as defined below) will apply to all your purchases of Goods and Services, whether you are ordering online, by telephone or by mail. Please read this document carefully after printing it off or downloading it before placing your order.

We may change these General Conditions from time to time. Please check them before you make another purchase.

1. DEFINITIONS AND INTERPRETATION

1.1 In these General Conditions:

- 1.1.1 “**Consumer**” means an individual acting for purposes which are wholly or mainly outside the course of that individual’s trade, business, craft or profession;
- 1.1.2 “**Goods**” means goods to be supplied under these General Conditions;
- 1.1.3 “**Services**” means the services to be supplied under these General Conditions;
- 1.1.4 “**Special Conditions**” means conditions relating to specific Goods or Services supplied under these General Conditions;
- 1.1.5 “**Subscription Fees**” means the amount payable by you to us (as detailed on our website from time to time) for the subscription to the Services (if applicable);
- 1.1.6 “**Party**” means either you or us; “**Parties**” means you and us;
- 1.1.7 “**Pre-Order Title**” means Good(s) not yet published, ordered by you and to be supplied under these General Conditions;
- 1.1.8 “**we**” means BCO and “**our**” and “**us**” shall be interpreted accordingly;
- 1.1.9 “**Working Day**” means any day other than a Saturday, Sunday or other Bank or Public Holiday in England & Wales;
- 1.1.10 “**Writing**” means by letter, fax or e-mail; and
- 1.1.11 “**you**” means the Consumer or any other person or organisation submitting an order for Goods;

1.2 The contract for the supply of Goods and/or Services (“**Contract**”) will be formed when we accept your order. Acceptance of an order by us can only be made in Writing.

1.3 These General Conditions and any matters referred to on our order acknowledgement (as appropriate) form the entire understanding between you and us and supersede any prior promises, representations (unless fraudulent) or undertakings.

1.4 Any omission or error in any sales literature, web page or site, order form, price list, order acknowledgement, despatch note, invoice or other document issued by us may be corrected by us without liability.

1.5 Subject to any Special Conditions, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded from the Contract so that no third party may claim any rights under this contract.

- 1.6 Clause headings are for convenience only and do not affect the interpretation of these General Conditions. Words in the singular include the plural and vice versa.
- 1.7 Any applicable Special Conditions are supplemental to these General Conditions. In the event of any conflict or inconsistency between these General Conditions and any Special Conditions, these General Conditions shall prevail but only to the extent of that conflict or inconsistency.
- 1.8 These General Conditions and any Special Conditions do not apply to any sales by third parties on our website. Sales by third parties shall be subject to that third parties terms and conditions (if applicable). You should read any third party terms and conditions carefully prior to placing your order. You acknowledge and accept that we have no responsibility for and shall have no liability to you in respect of any sales by third parties on our website.

2. WARRANTY

- 2.1 If the Goods which you purchase from us are faulty, you should notify us in Writing within 28 days of delivery. We will examine the Goods and, if the Goods are faulty, we will, at our option, either replace the defective Goods or refund the price of the defective Goods.
- 2.2 The warranty in 2.1 above does not apply to faults which have been caused by your misuse of the Goods and/or neglect or by accidents caused while the Goods are in your possession.
- 2.3 Where you return Goods pursuant to clause 2.1, we will pay for the delivery of any replacement Goods to you and will, where you have returned Goods to us within 28 days of delivery, reimburse your reasonable postage costs in returning the Goods. We will not be liable for any delivery costs where you are not entitled to return the Goods to us under these General Conditions or by law.
- 2.4 You must return all Goods to us in their original packaging and in substantially the same condition as you bought them.
- 2.5 We will supply the Services which you purchase from us with reasonable skill and care.
- 2.6 If the Services which you purchase from us are not in accordance with clause 2.5, above, you should notify us in Writing within 28 days of their supply or within a reasonable time from their supply for defects which are not apparent to you following the provision of the Services. If the Services are not in compliance with clause 2.5 above, we will either remedy the defect in question, re-supply the defective Services or refund the price (or a proportionate part of the price) of the defective Services (or proportionate part of the Services).

3. LIMITATION OF LIABILITY

- 3.1 We will not be liable to you by way of misrepresentation (unless fraudulent), common law duty or under any express or implied term of the Contract for:
 - 3.1.1 any losses which are not reasonably foreseeable by both Parties when the Contract is formed arising in connection with, or arising out of, the supply of Goods and/or Services or their use by you;
 - 3.1.2 any losses which are not caused by any breach by us; and/or
 - 3.1.3 business, trade or any other consequential losses.
- 3.2 Subject to clause 3.3 below, our entire liability in connection with the Contract shall not exceed the purchase price of the Goods or Services to which the claim relates.

3.3 Nothing in this Contract shall limit our liability to you for death or personal injury resulting from our negligence, or that of our employees, agents or subcontractors nor for any other matter which cannot be excluded by law.

4. PRICE

4.1 The price for the Goods and/or Services is stated on our order acknowledgement (as appropriate). All prices shown on the site are in pounds sterling and are exclusive of VAT unless otherwise provided. Delivery, VAT (at the applicable rate), any applicable bank charges, and the cost of packaging and insurance will be added to or charged on invoices at the appropriate rates and paid by you. If the rate of VAT is amended, we shall change the rate of VAT payable by you accordingly.

4.2 We may vary the price where the cost to us of acquiring or supplying the Goods or Services is increased between the date of the order acknowledgement and delivery to account for, without limitation, increases in the cost of Goods or Services, carriage, packaging or insurance or arising from a change in exchange rate, a change in delivery date, quantities, pricing errors or delay caused by your instructions PROVIDED THAT we will give you reasonable notice in Writing of any such price increases prior to delivery of the Goods or Services.

4.3 If you are unhappy with any price increase notified pursuant to clause 4.2, you may cancel your order within 7 working days of receiving such notice.

5. PAYMENT

5.1 Unless we agree otherwise in Writing, you must pay for Goods and Services prior to the despatch of the Goods or Services to you by Mastercard, Visa and/or Maestro or by such other means as we may notify you of on our website.

5.2 Where you do not make any payment to us under the Contract by its due date, we may, in addition to any other rights which we have under this Contract, withhold further deliveries and/or suspend performance of the Contract until arrangements as to payment or credit have been established on terms which are satisfactory to us.

6. DELIVERY

6.1 Whilst we make every effort to keep our website up to date, stock availability information is subject to change and this may impact upon the delivery of the Goods to you. In the event that you place an order with us for Goods that are temporarily out of stock, we will notify you within 14 days that the Goods are out of stock and the Goods will be despatched to you when they become available.

6.2 We will attempt to deliver the Goods to the place designated by you in the accepted order during the normal delivery hours of the carrier used. Unless otherwise specified, for all standard deliveries within the UK, we use Royal Mail.

6.3 Unless otherwise expressly agreed in Writing, any delivery date or time specified by us in any despatch note or otherwise is a best estimate only and we will not be liable for any loss or damage sustained by you if we fail to meet that timescale.

6.4 If you have any queries relating to the delivery of your Goods, or in the event of non-delivery, please contact us at mail@bco.org.uk or +44 (0) 20 7283 0125. To help us trace your order, please contact us within 30 days from the date of your order for UK orders and within 90 days from the date of your order for all overseas orders. Royal Mail does not currently investigate non-delivery of items prior to 14 working days from the date of despatch.

7. INSOLVENCY

- 7.1 If you become unable to pay your debts (or have no reasonable prospect of so doing), make an arrangement with your creditors, suffer a bankruptcy order, become insolvent or go into liquidation, receivership or administration, have an administrator appointed, are wound up, or breach your payment obligations under the Contract, then we may, as well as any other rights which we have under this Contract, immediately terminate the Contract and suspend or cancel further delivery.

8. LIABILITY AND RETENTION OF TITLE

- 8.1 The liability for any damage to the Goods will pass to you upon delivery.
- 8.2 Title to the Goods will not pass to you until we have received payment in full (in cash or cleared funds) for the Goods.
- 8.3 If you fail to pay for any Goods in accordance with these General Conditions we may take action against you for the price of the Goods at any time.

9. DAMAGE OR LOSS IN TRANSIT

We shall replace, free of charge, any Goods damaged or lost in transit where delivery has been made by our carrier, provided that you give us written notification of such damage or loss within 7 days of the date of our invoice (so that we may comply with our carrier's conditions of carriage).

10. SPECIFICATION

- 10.1 Where we have put drawings, photographs, illustrations, specifications, performance data, dimensions and the like in sales literature, on web pages or other documentation, we believe they are accurate. However, you should not take them to be a description of the Goods and/or Services or representations made by us and we do not warrant that they are accurate.
- 10.2 You should check specifications and any description of the Goods and/or Services prior to making an order. You acknowledge and accept that the specification and any description relating to Goods and/or Services may be changed by the manufacturer, publisher or us at any time up to delivery. We will not be liable to you (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss or damage suffered in connection with any such change. We will use our reasonable endeavours to advise you of any such impending change as soon as we are able or upon our receiving notice of the same (as appropriate). If you are a Consumer, you may cancel the Contract according to your rights set out in clause 11 below.

11. YOUR RIGHT OF CANCELLATION

- 11.1 This clause 11 applies only to Consumers and only in respect of purchases of Goods or Services via our website or ordered by telephone.
- 11.2 Under the United Kingdom's Consumer Contracts Regulations, you have the right to cancel the Contract for the purchase of any of the Goods and/or the supply of the Services ordered from us via our website within 14 Working Days of delivery (in respect of Goods) and within 14 Working Days from entering into the Contract (in respect of Services). We will be happy to exchange such Goods or provide you with a full refund for the price of the Goods provided that, where delivery has taken place, you have returned the Goods to us in the same condition that they were delivered. Unless we agree otherwise with you in Writing, you will not be able to cancel the Contract in respect of the Services under this clause 11 once the performance of the Services has commenced and you may be required to pay a proportionate sum for the Services already supplied in comparison to the full price payable under the Contract.

- 11.3 This right of return is in addition to any other rights expressly included in this Contract or implied by law.
- 11.4 If you exercise your right of cancellation after the Goods have been delivered to you, please package any Goods securely in the original packaging and return to the address noted in the order confirmation. For your protection, we recommend that you use a recorded delivery service. Please note that you will be responsible for the costs of returning the Goods to us unless we delivered the items to you in error or the Goods are faulty. If you do not return the Goods as required, we may charge you a sum not exceeding the direct costs of recovering the Goods.

12. PRE-ORDER TITLES

- 12.1 The reservation of any Pre-Order Titles ordered via our website shall be subject to payment in full, in advance. We shall notify you of the proposed date of publication of your Pre-Order Title (the “**Publication Date**”) via e-mail.
- 12.2 We shall send the Pre-Order Title to the address confirmed by us in any order acknowledgment (where appropriate) or as otherwise confirmed by us in Writing to you from time to time, subject to satisfaction of all of the following conditions:
- 12.2.1 payment in full from you for the Pre-Order Titles (in accordance with these General Conditions and any Special Conditions, if applicable);
 - 12.2.2 the publication of the Pre-Order Titles; and
 - 12.2.3 the receipt of the Pre-Order Title by us (if appropriate).
- 12.3 Subject to clause 12.5, we shall have no liability to you or any third party (whether in contract, tort, negligence or otherwise and howsoever arising) in respect of any Pre-Order Titles ordered by you and to be published, produced or despatched directly by a third party (including, without limitation, where there is a delay in the publication of the Pre-Order Title).
- 12.4 Where there is delay in the Publication Date and/or despatch to you of a Pre-Order Title, BCO shall use reasonable endeavours to contact you by e-mail and advise you of the estimated new publication or despatch date.
- 12.5 Where there is a delay in the Publication Date and/or any despatch to you of a Pre-Order Title, you may cancel your order for the Pre-Order Title by notice to us in Writing and we shall refund you in full within 14 days of our receipt of your cancellation notice.

13. DELAY OR FAILURE TO PERFORM

We shall not be liable to you if we are prevented or delayed in the performing of any obligations to you if this is due to any cause beyond our reasonable control including: an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or any failure by you to notify us of a change of address.

14. SUBSCRIPTIONS

- 14.1 If you subscribe to our Services, your subscription shall (unless otherwise terminated in accordance with these General Conditions or any Special Conditions) start from the date we receive payment from you (the “**Effective Date**”) and shall continue for a period of 12 months (the “**Initial Subscription Term**”). Your subscription shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”), unless:

- 14.1.1 either you notify us, or we notify you, of termination, in Writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case the subscription shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- 14.1.2 the subscription is otherwise terminated in accordance with the provisions of these General Conditions or any Special Conditions (if applicable).
- 14.2 You shall pay the Subscription Fees to us for a subscription to our Services in accordance with these General Conditions.
- 14.3 You shall, on the Effective Date and on each anniversary of that date (until termination of your subscription, howsoever arising) provide to us valid, up-to-date and complete credit card details or approved purchase order information acceptable to us and any other relevant valid, up-to-date and complete contact and billing details. If you provide:
 - 14.3.1 credit card details to us, you authorise us to bill such credit card on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term and subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
 - 14.3.2 approved purchase order information to us, we shall invoice you on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and subject to clause 14.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period. You shall pay each invoice within 30 days after the date of such invoice.
- 14.4 If we have not received payment within 30 days after the due date, and without prejudice to any other rights and remedies we have:
 - 14.4.1 we may, without liability to you, disable your password, account and access to all or part of the Services (including, without limitation, any documentation, information and/or materials) and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 14.4.2 unless you are a Consumer, interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of our bankers in the UK at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after the date of any judgment.
- 14.5 We may increase the Subscription Fees pursuant to these General Conditions at the start of each Renewal Period upon prior notice to you. If you are a Consumer, you have the right to cancel your subscription for the Services with us within 14 days of receipt of notice of any increase in our Subscription Fees.
- 14.6 On termination of your subscription for any reason all licences and/or rights granted under these General Conditions and any applicable Special Conditions shall immediately terminate.
- 15. ASSIGNMENT**
- 15.1 We may freely assign, sub-contract or otherwise transfer in whole or in part our rights and obligations under this Contract.
- 15.2 You may not assign, sub-contract or otherwise transfer in whole or in part the Contract without our written agreement.

16. GENERAL

- 16.1 When using our website, we may provide links to other, third party websites on our website. These links are for your information only and do not constitute any endorsement of any third party products, services or information and you acknowledge and accept that any reliance upon such information shall be at your own risk.
- 16.2 All intellectual property in the Goods and Services (including, without limitation, any information, documentation and/or materials produced in connection with the Goods or Services) are and shall remain fully vested in us. Nothing in these General Conditions or any Special Conditions shall grant to you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Goods or Services.
- 16.3 We shall process your data in compliance with the Data Protection Act 1998. View our privacy policy [here](#).
- 16.4 This Contract is governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.
- 16.5 No waiver by us of any breach of the Contract by you is considered as a waiver of any subsequent breach of the same or any other provision.
- 16.6 The Goods and/or Services provided by us are for information only and should not be used as conclusive, complete or authoritative. We make no representation, warranty or guarantee in respect of the Goods or Services and shall have no liability to you (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss, damage, costs or expenses incurred by you, or any third party, acting in reliance upon or by virtue of any information which has been accessed by you by virtue of the Goods or the Services provided under this Contract.
- 16.7 The views and/or opinions expressed by any of our employees (including, without limitation, any training personnel) during the provision of the Goods or Services (or otherwise) may not represent our views and/or opinions and we shall have no liability to you or any third party (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss, damage, suffering, costs and/or expenses incurred resulting from the expression of such views and/or opinions by our employees.