

Ulverscroft Large Print Books Limited

Terms of Sale

This page (together with the documents referred to on it such as the **Terms & Conditions of Website Use** and **Privacy Policy** (together the “**Terms**”) tells you the terms and conditions on which we supply any of the products (“**Product(s)**”) listed on our website www.ulverscroft.co.uk or www.ulverscroft.co.ie or www.ulverscroft.com.au or www.ulverscroft.co.nz or www.ulverscroftusa.com or www.ulverscroftcanada.com (“**site**”) to you. Please read these terms and conditions of sale (“**Terms of Sale**”) carefully before ordering any Products from our site. You should understand that by ordering any of our Products you agree to be bound by the Terms. You should print a copy of these terms and conditions for future reference.

1. Information about us

1.1 The site is operated by Ulverscroft Large Print Books Limited (the “**Company**”, “**we**” or “**us**”). We are registered in England and Wales under company number 1068776 and with our registered office at The Green, Bradgate Road, Anstey, Leicester LE7 7FU. Our VAT number is GB 620 3102 12.

2. Service Availability

2.1 The site is only intended for Library and Institutional orders.

3. Your status

3.1 By placing an order through our site, you warrant that:

3.1.1 You are legally capable of entering into binding contracts;

3.1.2 You are at least 18 years old;

3.1.3 You are resident in the United Kingdom; and

3.1.4 You are in position of authority to place an order in respect of the Products.

4. How the contract is formed between you and us

4.1 No contract exists between you and us for the sale of any Products until we have received and accepted your order and have sent you confirmation in writing or by email to the address or email address you have given. Once we have sent you the email or written confirmation, (“**Order Confirmation**”) there is a binding legal contract between us (“**Contract**”).

4.2 The Contract will relate only to those Products which we have confirmed we can supply to you in our Order Confirmation. We will not be obliged to supply any other Products which you may have requested.

5. Your rights

5.1 You may cancel a Contract at any time within seven working days, beginning on the day after you received the Products, only if the products are defective in any way or are not what was ordered. In this case, you will receive replacement goods or a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 9).

5.2 To cancel a Contract, you must inform us in writing. You must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

5.3 This clause 5 does not affect your statutory rights.

6. Availability and delivery

6.1 Your order will be fulfilled by the delivery date set out in the Order Confirmation or, if no delivery date is specified, then within a reasonable time of the date of the Order Confirmation, unless there are exceptional circumstances.

6.2 Delivery will be made to the address specified by you on the completed order form.

6.3 If there is no one at the address given who is competent to accept delivery of the Products, you will be notified of an alternative delivery date or a place to collect the Products.

7. Risk and title

7.1 The Products will be at your risk from the time of delivery.

7.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

8. Price and Payment

8.1 The price of any Products will be as quoted on our site from time to time, except in cases of obvious error.

8.2 These prices exclude VAT or sales tax, where applicable. The delivery charges, if applicable, will be applied to the basket when checking out your order.

8.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Order Confirmation.

8.4 It is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. If the correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Products, or reject your order and notify you of such rejection.

8.5 We are under no obligation to provide Products to you at the incorrect (lower) price, even after we have sent you an Order Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mis-pricing.

8.6 Payment for all Products will be by credit account where approved credit facilities are in place only. If you wish to apply for a credit account please email marketing@ulverscroft.co.uk

9. Our refunds policy

9.1 Before returning a product please contact our office located in your country. When you return a Product to us:

9.1.1 for any reason (for instance, because you claim that the Product is defective), we will examine the returned Product and will normally replace that product. If you request a refund we will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product.

9.2 Products returned by you because of a defect will be replaced or refunded in full, including a refund of the delivery charges, if any, for sending the item to you and the cost incurred by you in returning the item to us.

9.3 If we are able to prove that the Products were not faulty when they were received by you we reserve the right to return them to you and claim the costs of such return.

9.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase. This will be by credit note to your account.

10. Warranty and disclaimer

10.1 All Products supplied by us are warranted free from defects for 12 months from the date of supply. This warranty does not affect your statutory rights as a consumer.

10.2 This warranty does not apply to any defect in the Products arising from fair wear and tear, wilful damage, accident, negligence by you or any third party, use otherwise than as recommended

by us or the manufacturer, failure to follow our instructions, or any alteration or repair carried out without our approval.

10.3 If the Products supplied to you develop a defect while under warranty, or you have any other complaint about the Products, you should notify us in writing at the email address shown below.

10.4 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products or services you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller. We recommend you read our **Terms & Conditions of Website Use** and **Privacy Policy** in this respect.

11. Our liability

11.1 We warrant to you that any Products purchased from us through the site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the purchase price of the Products you purchased.

11.3 This clause does not include or limit in any way our liability:

11.3.1 For death or personal injury caused by our negligence;

11.3.2 Under section 2(3) of the Consumer Protection Act 1987;

11.3.3 For fraud or fraudulent misrepresentation; or

11.3.4 For any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us.

11.3.5 For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to Ulverscroft Large Print Books Limited at marketing@ulverscroft.co.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and

representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

15. Our right to vary the Terms

15.1 We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2 You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

16. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.