

# Social Publishing Project

08456 804906 • [www.socialpublishingproject.com](http://www.socialpublishingproject.com) • [accounts@socialpublishingproject.com](mailto:accounts@socialpublishingproject.com)

---

## Standard Terms and Conditions for the Sale of Products (Plain English)

### General

1. These Terms and Conditions apply to all orders for the supply of goods produced by the Social Publishing Project Ltd, ("the Company") company number 08201502. They supersede Terms and Conditions issued prior to August 2017. They relate solely to published products, including hard copy and digital but excluding, for example, advertising or consultancy services
2. Any mutual agreement to alter these Terms and Conditions will be made in writing\*, on a sale by sale basis. (\*Where "in writing" implies by post on letterheaded correspondence or electronically from a company email or similar)
3. The content of goods supplied may differ in non-material respects from those advertised, for example, where information has required an update to ensure accuracy or rolling content between different editions of publications
4. These Terms and Conditions shall be governed in accordance with English law. The courts of England and Wales have jurisdiction to settle any dispute or claims which may arise under or in connection with these Terms (including non-contractual disputes or claims)
5. By agreeing to purchase goods from the Company, you, ("the Purchaser") are accepting these Terms and Conditions, including licencing arrangements for digital products

### Price and Cancellation

6. The price payable shall be the total price specified in writing by the Company. The Company will make clear any discounts applied and the cost of packaging, postage and delivery ("Delivery Charges"), including the duration of the agreed prices. Prices and Delivery Charges may be subject to change (from those advertised) without notice
7. Bespoke products may incur additional charges dependent on alterations to the original specification or agreed schedule, (for which a price was agreed), by the Customer
8. All prices are subject to VAT at the applicable rate
9. Fees will apply where cancellation is not received at least 7 days prior to commencement of production. From 24 hours prior to print production, the full agreed price will be payable

### Payment and Credit Terms

10. Unless otherwise agreed in writing by the Supplier all invoices are payable within fourteen (14) days of invoice, in pounds sterling
11. Invoices will be dated as per the date of the agreement with the Company
12. Failure to pay all amounts due by the due date may result in withholding further supplies
13. The Company shall be entitled to charge interest on any outstanding balance owed to it at the rate of 4% above the base rate of Lloyds Bank Plc from the date that the invoice became due for payment until the date it is paid in full. This shall also apply to cheques received less than 7 days prior to the date the invoice became due for payment, to allow for clearing
14. The Company may set and vary credit limits from time to time and withhold all further supplies if the customer exceeds such credit limit

### Digital products

15. Digital products are supplied subject to License Terms and Conditions specified in writing by the Company. Digital products may not be used until you confirm your agreement to these Terms
16. The Company sells digital products in good faith and takes no responsibility for the Customer's ability to use, promote or distribute them, although we commit to make all reasonable efforts to enable Customers to do so
17. Delivery of online products is made using the Internet. The Company cannot control all factors relating to the Internet so provides no warranties regarding the availability of any online product at any particular time or times are excluded
18. Both the Company and the Customer will take all reasonable steps to ensure the security of digital content

### **Subscriptions**

19. Subscriptions will be paid in advance and commence 14 days from the date of invoice
20. Where agreed, rolling subscriptions will be invoiced 30 days prior to the end of the period for which the previous subscription payment was received. The Customer will be notified of any price change, or alteration to the Terms and Conditions throughout the cycle of the subscription as it happens, and will usually take effect from commencement of the next subscription cycle. Rolling subscriptions will continue until terminated by either party by no less than 30 days written notice
21. Changes to licencing agreements affecting digital products may change with immediate effect at any time

### **Delivery**

22. Orders for printed and digital products are accepted by the Company subject to availability of stock and may be delivered in two or more instalments. The Company has no liability for any loss of trade or profit to the customer as a result of delay in delivery or delivery of incorrect or faulty goods
23. Delivery dates for subscriptions and prepaid goods, such as quarterly publications, will be confirmed at time of sale
24. The Company will make clear the schedule for delivery of bespoke goods, or where stock is to be reprinted, or digital content is to be produced
25. Delivery will be to the address specified by the customer or its agent, or to a carrier or address as advised by the Customer
26. Ownership of goods, or the Licence to distribute them, will pass to the Customer on payment in full
27. The Company's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods. Claims for damage or partial delivery or complete loss of consignment must be notified within thirty (30) days of the delivery date as was advised by the Company
28. Except for in the case of damage prior to delivery, the Company operates a no returns policy

### **Liability**

29. The Company's liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the goods ordered. No contract between the Company and the Customer is enforceable by any third party
30. Any waiver by the Company of any of these Terms and Conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other Term

### **Data Protection**

31. Personal data supplied by customers will be used by the Company in accordance with the Company's Data Protection Policy, which is available on request. Data may also be passed to debt collection businesses for the purpose of enabling the Company to collect debts owed by the Customer

32. The Customer is responsible for notifying the Company in writing should its previously supplied information change or if it is believed that inaccurate data is held on file by the Company