

# SLG PRESS

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## Terms and Conditions of Sale

### (1) Introduction

These Terms and Conditions of Sale are effective from 1 February 2011. Please read them carefully. You will be asked to agree to them expressly before you place an order for products or subscriptions from our website.

### (2) Interpretation

- a) In these Terms and Conditions of Sale, 'we' means SLG Press (and 'us' and 'our' will be construed accordingly); and 'you' means our customer or potential customer for products or subscriptions (and 'your' will be construed accordingly). Further details about us are supplied in Section 29.
- b) In these Terms and Conditions of Sale, 'trade customer' also has the meaning of 'business customer' (and 'trade' and 'business' will be construed accordingly).

### (3) Ordering and contractual process

- a) The advertising of products and subscriptions on our website and in our publications list and in our order and subscriptions forms constitutes an 'invitation to treat' and your order for products or subscriptions constitutes a contractual offer. No contract will come into force between you and us, unless and until we accept your order in accordance with the procedures detailed below.
- b) Customers with a Trade Credit Account and/or applying for a trade discount on their order should either use the online Trade Orders Form or download, complete and email, fax or post the Printable Order Form, so that any applicable discount may be applied.
- c) In order for a contract to be made to purchase products or subscriptions from us through our Online Shop, the following sequence of steps must take place:
  - (i) you add the product(s) you wish to purchase to your shopping basket, or complete the Online Subscription Form for your subscription(s) and add them to your shopping basket;
  - (ii) you have the opportunity before placing your order for product(s) or subscription(s) of identifying whether you have made any input errors by checking the data you have entered and then of correcting any errors, either by editing your order or by beginning again (the Online Shop has a 'Clear Shopping Basket' button);
  - (iii) you confirm your consent to these Terms and Conditions of Sale;
  - (iv) you proceed to the checkout by clicking 'Pay Here' to confirm your order;
  - (v) you are transferred to the PayPal website for PayPal to handle your payment. You have the opportunity to review your invoice and shipping details and the product(s) or subscription(s) you wish to purchase before you confirm your order by clicking on 'Pay Now'.
  - (vi) we provide you through PayPal with an on-screen acknowledgement of your order and a printable receipt, and we confirm that your payment has been made; an automated email confirmation is also sent to you.
  - (vii) by clicking on 'Return to SLG Press', you return to our website, where we provide you with a further on-screen acknowledgement stating that your order has been sent to SLG Press for processing.

- (viii) we check whether we are able to meet your order and then either send you an acceptance of your order for the product(s) or subscription(s) (or for that part of your order which we are able to supply), at which point a binding contract is made with you; or notify you by email that we are unable to meet your order, in which case no contract comes into existence. Where you have paid in advance by debit/credit card, a refund will be made to the same debit/credit card to the extent that we are unable to supply.
- d) In order for a contract to be made to purchase products from us through our online Trade Orders Form, the following sequence of steps must take place:
- (i) you input your account and customer information;
  - (ii) you add the product(s) you wish to purchase to your order;
  - (ii) you have the opportunity before placing your order for product(s) of identifying whether you have made any input errors by scrutinising the input pages and by clicking on the 'back' button of your browser where necessary, and of correcting any errors, either by editing your order or by beginning again (the Trade Orders Form has a 'Clear Order Form' button);
  - (iii) you confirm your consent to these Terms and Conditions of Sale;
  - (iv) you click 'Submit Order' to place your order;
  - (v) your request is sent to us for processing, and a copy is also emailed to you automatically;
  - (vi) we verify whether you have a Trade Account with us and whether or not we are able to accept your order; prior to acceptance of your order, we may need to communicate with you about your Trade Account, or about issues related to stock availability, to your eligibility for a trade discount or to carriage charges.
  - (vii) If we are able to accept your order, or part of it, then:
    - if you have opted to pay by debit/credit card, we shall send you by email an invoice and information as to how you can make your payment via PayPal. Our despatch to you by email of the invoice is the point at which a contract is entered into with you. The product(s) will be despatched to you when your payment has been processed.
    - if you have opted to pay by Trade Credit Account, we shall despatch the product(s) to you with our invoice, and at the same time email you to let you know that the products are being despatched. Our notification to you by email that the product(s) are being despatched is the point at which a contract is entered into with you.
  - (viii) Should we for any reason be able to supply none of the products ordered, we shall notify you by email, and in that case no contract comes into existence.
- e) Orders for products may also be submitted by downloading, completing and emailing, faxing or posting the Printable Order Form. If we are able to meet your order, or part of it, we shall despatch the products to you with our invoice. Despatch of the products is the point at which we accept your order and a binding contract is made with you. Where possible, we shall also notify you by email of our acceptance of your order and that the products are being despatched. Should we for any reason be able to supply none of the products ordered, we shall notify you, and in that case no contract comes into existence.
- f) Orders for subscriptions may also be submitted by downloading, completing and emailing, faxing or posting the Printable Subscription Form. We are not ordinarily able to make a rapid response to the receipt of subscriptions, but we do aim to produce and send to you a receipted invoice in the course of time.
- f) We shall not file a copy of these Terms and Conditions of Sale specifically in relation to your order. We may update the version of these Terms and Conditions of Sale on our website from time to time, and do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these Terms and Conditions of Sale for your records.
- g) The only language in which we provide these Terms and Conditions of Sale is English.

#### **(4) Products, subscriptions and stocks**

- a) The products and subscriptions are those described in general terms on the 'About SLG Press' page of our website and in detail on other pages of the website and in our publications list. They include short works of Christian spirituality in traditional paper and electronic formats, the magazine 'Fairacres Chronicle' and subscriptions to the magazine.
- b) Stock levels for website sales are based on our estimates, and actual stocks may change at any time as sales are made. When we are aware that ten or fewer copies of a book are in stock, this will be indicated on our website. If we are not able to accept your order, or any part of it, due to insufficient stocks, we shall communicate this as we process your order. If you wish to check stock availability before submitting an order, you may contact us using the 'Contact Us' page of our website.

#### **(5) Prices**

- a) Prices for products and subscriptions are quoted on our website and in our publications list and include any applicable value added taxes.
- b) Our website and our publications list contain a large number of products, and it is always possible that some of the prices quoted could be incorrect. We shall verify prices as part of our sales procedure, so that the correct price of each product will be stated when you pay for that product.
- c) Prices for products are likely to change at any time and prices for subscriptions are likely to change from year to year, but changes will not affect contracts which have come into force.
- d) In addition to the price of the products, you are likely to have to pay a delivery charge, which will be as stated when you pay for the product. Information about carriage charges is contained in the 'Customers and Ordering' section of our website.
- e) For trade orders, and for quantity orders for resale, a discount may be given. Information about trade discounts is contained in the 'Customers and Ordering' section of our website.

#### **(6) Payment**

- a) Payment for all products and subscriptions ordered through our Online Shop must be made in full by debit/credit card at the time of placing the order.
- b) If you are a business customer and have ordered products through our Trade Orders Form and have opted to pay by debit/credit card, payment must be made in full by debit/credit card for all products promptly after receipt of our acceptance of your order, namely after receipt of our invoice and information as to how you can make your payment via PayPal.
- c) If any order for products or subscriptions has been placed other than through the Online Shop, or if you are a business customer with a Trade Credit Account opened pursuant to f) of this Section and have ordered products through our Trade Orders Form, payment may additionally be made by cheque, bank transfer or cash.
- d) If payment is not received in full in cleared funds at the due date, we may withhold the products or subscriptions and/or cancel in accordance with Section 18 the contract between us.
- e) We invoice and accept payment in sterling. We also accept cheque and cash payments in Euros and in US dollars.
- f) If you are a business customer, then from time to time we may agree to open a Trade Credit Account for you, enabling you to pay in arrears. Where you hold a Trade Credit Account, then upon or following the dispatch of products, we shall send to you an invoice for payment of the price of those products together with any delivery and other charges which may be due under our contract with you, and you will pay such invoice within 30 days of the date of the invoice. Accounts will be subject to such credit limits as we may notify to you from time to time. If you do not pay on time any amount properly due to us under or in connection with these Terms and Conditions of Sale, we may:
  - (i) charge you interest on the overdue amount at the rate of 5 per cent per annum above

the base rate of Lloyds TSB Bank plc from time to time (which interest will accrue daily until the date of actual payment, be compounded quarterly, and be payable on demand); or

- (ii) claim interest and statutory compensation from you pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **(7) Your warranties**

You warrant to us that:

- a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these Terms and Conditions of Sale;
- b) the information provided in your order is accurate and complete;
- c) you will be able to accept delivery of the products.

## **(8) Delivery**

- a) We shall arrange for the products to be delivered to the address for delivery indicated in your order.
- b) We shall use reasonable endeavours to deliver paper-based products on or before the date for delivery set out in our order confirmation or, if no date is set out in our order confirmation, within 7 days of the date of our order confirmation. We cannot, however, guarantee delivery by the relevant date, particularly in the case of products to be sent outside the United Kingdom, but we do guarantee that, unless there are exceptional circumstances, all products will be dispatched within 30 days of the later of receipt of payment and the date of our order confirmation.
- c) In the case of products in electronic format (e-Books), delivery will be by making the products available to download.

## **(9) Risk and ownership**

- a) The products will be at your risk from the time of delivery.
- b) Ownership of the products will only pass to you upon the later of:
  - (i) delivery of the products; and
  - (ii) receipt by us of full payment of all sums due in respect of the products (including delivery charges).
- c) Until ownership of the products has passed to you, you will possess the products as our fiduciary agent and bailee, and if you are a business customer, you must ensure that the products are clearly identifiable as belonging to us.
- d) We shall be entitled to recover payment for the products even where ownership has not passed to you.

## **(10) Consumers: statutory rights**

- a) This Section 10 applies only to consumers and not to business customers.
- b) If you are a consumer, any statutory rights you may have which cannot be excluded or limited are unaffected by these Terms and Conditions of Sale.

## **(11) Consumers: returns policy**

- a) This Section 11 applies only to consumers and not to business customers. If you are a business customer, the applicable returns policy is set out in Section 13.
- b) Under the Distance Selling Regulations, you may cancel a distance contract to purchase product(s) from us at any time within 7 working days after the day you received the relevant product(s), subject to the limitations set out below.
- c) You affirm that you will not have any such right with regard to the supply of any copy of our

magazine, the 'Fairacres Chronicle', or to any subscriptions to the 'Fairacres Chronicle', or to the supply of any products in electronic format (e-Books).

- d) In order to cancel a contract on this basis, you must
  - (i) give to us written notice of cancellation; and then
  - (ii) promptly return the products to us, in the same condition in which you received them.
- e) If you cancel a contract on this basis, you will be refunded in full, including the cost of sending the products to you, except that you will be responsible for paying the cost of returning the products to us.
- f) If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

#### **(12) Business customers: limitation of warranties**

- a) This Section 12 applies only to business customers and not to consumers.
- b) We warrant to business customers that the products purchased from our website will:
  - (i) conform in all material respects to any applicable specification of such products published on our website or otherwise issued by us; and
  - (ii) be free from material defects in materials and workmanship for a period of one year from the date of delivery of the products.
- c) These Terms and Conditions of Sale set out the full extent of our obligations and liabilities in respect of the products supplied to business customers hereunder.
- d) To the maximum extent permitted by applicable law and subject to Section 16 a), all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract with a business customer under these Terms and Conditions of Sale are expressly excluded.

#### **(13) Business customers: returns policy**

- a) This Section 13 applies only to business customers and not to consumers. If you are a consumer, the applicable returns policy is set out in Section 11.
- b) Products may only be returned to us with our prior agreement, at your expense and according to our directions. Any products returned in contravention of this Section will not be the subject of any refund or replacement and you will continue to be liable for payment of the price of such products.
- c) Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section 12, then you will be entitled to replacement products, where replacements are available, or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).

#### **(14) Refunds**

If you cancel a contract and are entitled to a refund, we shall usually refund any money received from you using the same method originally used by you to pay for your purchase. We shall process the refund due to you as soon as possible and in any event within 30 days of the day we received your valid notice of cancellation.

#### **(15) Force majeure**

- a) In this Section and in Section 16 d) below, 'force majeure event' means:
  - (i) any event which is beyond our reasonable control; and/or
  - (ii) the unavailability of raw materials, components or products; and/or
  - (iii) hacker attacks, or virus or other malicious software attacks or infections; and or

- (iv) problems with the internet, part of the internet, or any third-party internet service provider; and/or
  - (v) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.
- b) Where a force majeure event gives rise to a failure or delay in us performing our obligations under these Terms and Conditions of Sale, those obligations will be suspended for the duration of the force majeure event.
  - c) If we become aware of a force majeure event which gives rise to, or which is likely to give rise to, any failure or delay in us performing our obligations under these Terms and Conditions of Sale, we shall notify you forthwith.
  - d) We shall take reasonable steps to mitigate the effects of any force majeure event.

**(16) Limitations and exclusions of liability**

- a) Nothing in these Terms and Conditions of Sale shall limit or exclude the liability of a party:
  - (i) for death or personal injury resulting from negligence;
  - (ii) for fraud or fraudulent misrepresentation by that party;
  - (iii) in any way not permitted under applicable law.
- b) If you are a consumer, any statutory rights you have which cannot be excluded or limited will not be affected by these Terms and Conditions of Sale.
- c) The limitations and exclusions of liability set out in this Section and elsewhere in these Terms and Conditions of Sale:
  - (i) are subject to paragraphs a) and b) of this Section;
  - (ii) govern all liabilities arising under the Terms and Conditions of Sale or in relation to the subject matter of the Terms and Conditions of Sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- d) We shall not be liable to you in respect of any losses arising out of a force majeure event.
- e) We shall not be liable to you in respect of any business losses, such as loss of, or damage to, profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- f) If you are a business customer:
  - (i) we shall not be liable to you in respect of any loss or corruption of any data, database or software;
  - (ii) we shall not be liable to you in respect of any special, indirect or consequential loss or damage;
  - (ii) our aggregate liability to you under these Terms and Conditions of Sale shall not exceed the greater of one hundred pounds and the total amount paid, or (if greater) payable, by you to us under the Terms and Conditions of Sale.

**(17) Business customers: indemnity**

If you are a business customer, you hereby indemnify us, and undertake to keep us indemnified, against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising directly or indirectly out of a breach by you of any of your obligations under these Terms and Conditions of Sale.

**(18) Contract cancellation**

- a) We may cancel immediately by written notice to you any contract entered into between us if you fail to pay on time and in full any amount due to us under this or any other contract entered into with us or commit any material breach of your obligations to us under this contract.

- b) If you are a business customer, we may cancel any contract entered into between us if:
- (i) you cease to trade; or
  - (ii) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you; or
  - (iii) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
  - (iv) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
  - (v) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

**(19) Consequences of cancellation**

Upon the cancellation of a contract in accordance with Section 18:

- a) we shall cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products);
- c) all the other provisions of these Terms and Conditions of Sale will cease to have effect, except that Sections 9, 12, 13, 16, 17, 19, 20, 21, 22, 23, 24, 26, 27 and 28 will survive termination and have effect indefinitely.

**(20) Effect of Waiver**

No waiver of any provision of these Terms and Conditions of Sale, express or implied, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these Terms and Conditions of Sale.

**(21) Variation**

Contracts under these Terms and Conditions of Sale may only be varied by an instrument in writing signed by both you and us. We may revise these Terms and Conditions of Sale from time to time, but such revisions will not affect the terms of any contracts which we have already entered into with you.

**(22) Assignment**

- a) You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these Terms and Conditions of Sale. Any attempt by you to do so will be null and void.
- b) We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these Terms and Conditions of Sale at any time, provided that, if you are a consumer, such action does not serve to reduce the guarantees benefiting you under these Terms and Conditions of Sale.

**(23) Severability**

If any provision of these Terms and Conditions of Sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

**(24) Exclusion of third party rights**

Each contract under these Terms and Conditions of Sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

**(25) Scope of these Terms and Conditions of Sale**

These Terms and Conditions of Sale do not:

- a) constitute or contain any assignment or licence of any intellectual property rights;
- b) govern the licensing of works (including software and literary works) comprised or stored in products;
- c) govern the provision of any services by us or any third party in relation to the products or subscriptions.

**(26) Privacy Policy and Terms and Conditions of Use**

- a) We shall treat all your personal information which we collect in connection with your order in accordance with the terms of our Privacy Policy.
- b) Use of our website is subject to our Terms and Conditions of Use.

**(27) Entire Agreement**

Subject to Section 16 a) and to Section 26, these Terms and Conditions of Sale contain the entire agreement and understanding of the parties in relation to the purchase of products or subscriptions from our website or otherwise, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our website or otherwise; and each party acknowledges that no representations not expressly contained in these Terms and Conditions of Sale have been made by or on behalf of the other party in relation to the purchase of products from our website or otherwise.

**(28) Governing Law and Jurisdiction**

These Terms and Conditions of Sale shall be governed by and construed in accordance with English Law, and the courts of England and Wales shall have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these Terms and Conditions of Sale.

**(29) About us**

Our full name is SLG Charitable Trust Limited (trading as SLG Press). We are registered in England as a company limited by guarantee, and our company registration number is 990049.

We are also a registered charity and our charity registration number is 261722.

Our registered office and principal trading address are:

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