

Terms and Conditions of Sale

1 Scope

These Terms and Conditions of Sale apply to all products supplied by Essential Business Publications Limited ('Essential Business') via www.shop.essential-business.co.uk and www.essential-business.uk ('the Products').

2 Acceptance of Order

No contract will exist between us for the sale by us to you of any Product unless we accept your order. That acceptance will occur when payment has been confirmed and we despatch the Products to you, notwithstanding any prior communications between us.

3 Pricing and Taxes

All prices on this Site are subject to change without prior notice. However, we endeavour to regularly update and make clear all price information to ensure that you have accurate information available to you when you order.

All prices, where relevant, include VAT at the current rate and for the correct location. Prices also include delivery charges, unless otherwise stated.

The Product(s) ordered and the price paid will be confirmed in our order confirmation e-mail and/or receipt.

4 Digital services within the European Union (EU)

Recent changes in EU legislation mean that consumers who purchase digital services online are charged the VAT due in their EU Member State. We use a third party tool, Taxamo (www.taxamo.com), to handle these transactions.

If you are a business customer, and are VAT registered, you should provide us with your VAT Registration Number (VRN) so that we can ensure you are charged the correct amount of VAT. You are responsible for accounting for any VAT due to the tax authorities in your own EU member state. If you are a business customer, and are not VAT registered, we can accept other evidence of your business status, for example a link to your business website.

Non VAT-registered businesses and consumers will be charged the rate of VAT chargeable in their EU Member State. We will use your address as an indication or the location of your Internet or mobile phone provider.

For example, if a UK SIM card is used in the download of a digital service supply then it will be assumed that you are a UK resident and UK VAT will apply.

5 Ordering and Paying Safely

You are able to pay for the Products with either a credit or debit card. The processing of your payment is managed by Stripe (www.stripe.com) for digital products and WorldPay (www.worldpay.com) for printed publications. When you click on the 'submit order' button, you will automatically be directed to the relevant secure site to make the payment. All personal details that you provide relating to your credit/debit card are held only by the relevant payment provider on its secure servers. Data storage on their systems, and the communication between the payment provider and the worldwide banking networks is regularly audited by the banks themselves. Both Stripe and WorldPay use sophisticated firewall technology and other best practices to make sure that only legitimate access is allowed.

Once we have received confirmation from Stripe or WorldPay that payment for your order has been received, you will be sent an e-mail confirming that your order has been successfully processed and providing you with a receipt. If you are a business customer and would like an invoice on Essential Business letterhead, please email info@essential-business.co.uk giving your order transaction ID and date of purchase.

6 Delivery

Products are dispatched using a UK courier, unless otherwise stated. We normally aim to dispatch within 3–5 working days of receiving your order. All dispatch costs and delivery details will be provided in your dispatch note and/or invoice/e-mail confirmation.

7 Refunds

We will refund the price that you paid for any Product that is unsuitable for your needs if it is returned to us in its original condition within 30 days from the date when you receive your Product. The refund will be made to you on the return of the Product in its original condition. We will also refund your reasonable delivery costs in this case.

If the Product is returned because we sent it to you in error or because it is damaged, we will also refund any delivery charge that you have paid to us and any reasonable delivery cost incurred by you in returning the Product to us. We recommend that you use a recorded-delivery service when returning any Product to us, so that you have proof of return. Please note that we will not refund any priority or express element of any delivery charge.

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Essential Business

Terms and Conditions of Sale Continued

8 Right to Cancel

By law, you also have the right to cancel your purchase within seven working days after the date on which you receive the Product, for any reason.

On receipt of the Product in its original condition we will refund to you the price that you paid for the Product. Please note our policy on refunding delivery charges, as set out in paragraph 6.

9 Reliance on our Products

Essential Business has made every reasonable effort to ensure that the information provided within our Products is up to date and accurate. However, it should not be taken as a definitive guide to every area of concern, nor should it be considered sufficiently full and accurate to cover every situation. Further information and appropriate professional advice should be sought. Decisions should be taken in accordance with normal business evaluation methods.

While care is taken to ensure the accuracy of the information provided in the Products, it is provided on the understanding that no responsibility attaches to Essential Business and we shall not be liable under contract or otherwise for any consequential loss or damages (including, without limitation, loss of contract, loss of use, loss of profit or other economic loss and whether caused by the negligence of ourselves, our employees or agents or otherwise) which arises out of, or in connection with, the supply of the Products.

To the extent permitted by law, we shall not be liable for any loss or damage (direct, indirect or consequential) arising out of, or in connection with, any use of, or inability to use, all or any of our Products or any decision or action taken, or refrained from being taken, as a result of the use of any of our Products.

10 Right to Use of Our Products

You hereby acknowledge and agree that:

- The Products and any Associated Documentation are the sole property of Essential Business, and all Intellectual Property Rights shall be and remain vested in Essential Business.
- You will effect and maintain adequate security measures to safeguard these Intellectual Property Rights from theft and from access by any person other than you, the buyer.
- You will inform Essential Business immediately:
 - a) Should you receive information from a third party of the Intellectual Property Rights purportedly infringing that third party's rights; and

- b) Should you become aware of a third party infringing the Intellectual Property Rights of Essential Business.

You hereby acknowledge and agree that the Products are for your own personal use or for the use of your authorised employees in the ordinary course of your business activity. No part of these Products can be copied, distributed, transmitted, promoted, referred to or linked to by any other means, including by e-mail or Internet, without the explicit prior written permission of Essential Business.

11 Data Protection

We may use personal information that we hold about you to supply our Products and services to you and to occasionally inform you about our other products and services, which we believe may be of interest to you.

Except as required by law, we will not pass, disclose, rent or sell your personal information to any third party without your prior written consent.

If you do not wish to receive any information from us, please write to us at:

Essential Business Publications Limited
Clavering House, Clavering Place
Newcastle NE1 3NG
or email support@essential-business.co.uk.

12 Trading Terms for Multiple Product Purchases

Any supply of multiple product orders to business support and training organisations, and other trade or business organisations will be subject to a separate supply and licence agreement negotiated with that organisation.

13 Changes to Terms

We reserve the right to amend these Terms and Conditions from time to time.

14 Governing Law and Jurisdiction

Contracts for the supply of Products between us will be concluded in the English language, shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

These Terms and Conditions were last updated on 5th January 2018.