# **Terms and Conditions**

#### 1. In General

Access to and use of this Website and the products and services available through this Website (collectively, the 'Services') are subject to the following terms, conditions and notices (the 'Terms of Service'). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Website.

This Website also contains links to other websites, which are not operated by Edprint.co.uk. Edprint.co.uk has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of them.

We try our best to specify the correct products via our database however there may on occasions be errors due to various situations we do advise that colours and dimensions are checked in order to ensure the correct product is issued.

#### 2. Prohibitions

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as 'spam'; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offence under the Computer Misuse Act 1990. Edprint.co.uk will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

## 3. Intellectual Properties, Software and Content

The intellectual property rights in all software and content made available to you on or through this Website remains the property of Edprint.co.uk or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Edprint.co.uk and its licensors. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

### 4. Terms of Sale

By placing an order you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are limited to mainland UK and subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

In order to contract with Edprint.co.uk you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. We retain the right to refuse any request made by you. If

your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with. This will usually be Edprint.co.uk.

## (a) Our Contract

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order: this email will only be an acknowledgement and will not constitute acceptance of your order. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

### (b) Pricing and Availability

Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund, if the goods are despatched then there may be a cancellation charge of carriage of up to £30.00.

### (c) Payment

Upon receiving your order we carry out a standard pre-authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Goods will not be dispatched until this pre-authorisation check has been completed. Your card will be debited once the order has been accepted.

### (d) Discount Codes

Account discount codes - Discount codes may from time to time be offered to account holders; such codes may only be applied to purchases made through the account in respect of which the discount code was offered and registered.

The conditions of use relating to any discount code will be specified at the time of issue.

## (e) Products

All rights are reserved. No product my be reproduced stored in a retrieval system, or transmitted, in any form or by any means, electrical, mechanical, photocopying, recording or otherwise without the permission of Edprint. Edprint reserves the right to improve and amend their educational products without prior notice. All sizes and quantities quoted are approximate.

### 5. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Edprint co.uk and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Edprint.co.uk liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law

## 6. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

### 7. Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and images of third party products, services and/or locations featured on this Website are in no way associated, linked or affiliated with Edprint.co.uk and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trade mark owners. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Edprint.co.uk

#### 8. Variation

Edprint.co.uk shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

#### 9. Invalidities

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected all other clauses remaining in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

## 10. Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

#### 11. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## 12. Governing Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of England and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of the English courts.

### 13. Entire Agreement

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and Edprint.co.uk. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Manager of Edprint.co.uk

### 14. Service Restrictions

Edprint can restrict the services and benefits to customers of which he or she is entitled, or impose conditions under which they will be made available. Action may be taken in the following circumstances:

1. If reasonable usage levels are exceeded

- 2. If a customer behaves in a threatening or abusive manner towards Edprint staff or agents
- 3. If a customer has falsely represented that they are entitled to services that they are not entitled to.

## 16. Invoices/Guarantee

Invoices for orders placed with us are automatically sent to you via email when the payment has been confirmed.

This email is proof of your purchase and guarantee so MUST be kept in safe keeping in order to claim under our warranty procedure or obtain further assistance with your product.

## 17. Cooling Off Period

On any purchase you make from our website you are entitled to a 7 day cooling off period from day of delivery, in which you can receive a full refund as long as the product is not used. You must provide cancellation in writing via Fax, Email or post within these 7 days. The cost of a returning the product battery on any cancelled order is down to the customer to cover.