

The Mund Publishing  
Oxford



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## The Mund Publishing - Terms and Conditions

The following terms and conditions apply to all orders for the sale of goods and services to trade and non-trade customers received by The Mund Publishing. All orders are subject to these terms and conditions unless otherwise agreed in writing and signed by an authorised representative of The Mund Publishing.

These terms and conditions, and any documents referred to in these terms and conditions:

Supersede any previous agreement, correspondence or discussions between The Mund Publishing and the customer.

Save as agreed in accordance with these terms and conditions, customers' terms of purchase will not apply.

### **Orders**

No order submitted to The Mund Publishing shall be deemed to be accepted by The Mund Publishing unless and until confirmed in writing (by invoice or otherwise) by The Mund Publishing.

By placing an order the customer acknowledges receipt of and agrees to be bound by these terms and conditions. All goods and services are supplied by The Mund Publishing unless the relevant invoice expressly states otherwise.

All books are sold subject to the condition that they shall not, by way of trade or otherwise, be lent, re-sold, hired out or otherwise circulated without prior consent in any form of binding or cover than that in which it is published and without a condition to the same effect as this condition being imposed on the subsequent purchase.

### **Prices and payment**

The price of goods and services is the price as shown on the invoice less such discount (if any) shown on the invoice. The price is exclusive of any applicable value added or other tax or bank charges which the customer shall be additionally liable to pay to The Mund Publishing as shown on the invoice.

No settlement discounts or other deductions may be made against amounts due on our invoices or statement.

Goods are supplied subject to the credit terms and credit limit separately agreed between the customer and The Mund Publishing, as in force at the date of invoice. The Mund Publishing reserves the right to exercise complete discretion in respect of credit facilities, which may be withdrawn without notice.

Payment shall be in cash or cheque in sterling or bank transfer (BACS).

All proforma invoices are subject to the order being accepted and to the availability of the goods and services. Proformas shall lapse 90 days after issue for the UK and Eire and after 90 days for overseas customers unless otherwise agreed in writing.

If the customer fails to make any payment on the due date then, without prejudice to any right or remedy available to The Mund Publishing, The Mund Publishing shall be entitled to charge the customer interest on the amount unpaid at the rate of 2% per calendar month from the date the payment became due until actual payment is made (irrespective of whether the date of payment is before or after any judgement or award in respect of the same)

Costs incurred by The Mund Publishing in the recovery of debt shall be payable by the customer.

The Mund Publishing reserves the right to withhold (without prior notice if, at The Mund Publishing's sole discretion, immediate action is necessary) further supplies in the event of amounts payable being overdue, breach of any of the conditions of this agreement, or any other reason which, at The Mund Publishing's discretion, warrants such action.

### **Risk and Title**

Risk of damage or loss of any particular goods supplied by The Mund Publishing to customers in the UK and Eire will pass to the customer on delivery of those goods, or, if the customer fails to take delivery of those goods, the time when those goods are tendered for delivery. In the case of overseas sales, the risk will pass to the customer when the goods are delivered to the customer's specified shipper, or, in the case of goods sent by a shipper selected by The Mund Publishing, where the goods are delivered to an agreed delivery address.

Title and property in any goods, including full legal and beneficial ownership, shall not pass to the customer until The Mund Publishing has received full payment (in cash or cleared funds) for all goods and services supplied to the customer under this and all other contracts between the customer and The Mund Publishing. Full payment of the goods and services shall include the amount of any interest or other sum payable under the terms of this and all other contracts between the customer and The Mund Publishing.

### **Delivery**

Delivery of goods is at the customer's expense and liability, unless otherwise agreed in writing by The Mund Publishing, delivery charges being invoiced at the same time or separately to the invoice of the goods.

Any dates for delivery of goods are approximate only and The Mund Publishing shall not be liable for any delay in delivery of any goods howsoever caused.

### **Returns**

Goods and services are not supplied on a sale or return basis unless authorised in writing by The Mund Publishing.

Books will not be accepted for return unless previously authorised in writing by The Mund Publishing.

Carriage and packing of books returned to The Mund Publishing is at the customer's expense and liability.

The Mund Publishing cannot accept any responsibility for unauthorised returns or for returns of books not supplied by The Mund Publishing.

All returns should be shipped by a carrier who can provide proof of delivery. The Mund Publishing is not liable for any returns lost in transit. Returns remain the property of the customer until received by The Mund Publishing in a marketable condition.

### **Queries or claims**

Any claim for credit or replacement goods must be received in writing at the The Mund Publishing address shown on the invoice within 14 days of the date of delivery to the customer within the UK or within 28 days of the date of delivery of goods to a customer outside the United Kingdom (except in the case where the claim is for non-delivery, in which case the time limit will run from the date of invoice). Otherwise The Mund Publishing shall have no liability in respect of such claim and the customer will be bound to pay the price as if the goods had been delivered in accordance with the agreement.

### **Shortages and damages**

The customer shall inspect the goods within 14 days of delivery and, unless written notification is given to The Mund Publishing within this time of any faults or shortages revealed The Mund Publishing shall have no liability for such faults or shortages and payment will be due in full.

Subject to the customer complying with the above, The Mund Publishing will replace from stock such goods as are agreed to be faulty and will forward any books found to be missing from the delivery if possible from current stock.

If replacement cannot be made from stock, The Mund Publishing may issue a credit note for the invoiced value of such stock.

### **Liability**

The total liability of The Mund Publishing to the customer whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss or damage, costs or expenses arising under or connection with these terms and conditions shall not exceed:

100% of the amount payable by the customer to The Mund Publishing under these terms and conditions in respect of the order giving rise to liability; or

if this limitation is adjudged to be unreasonable in the circumstances, the limit of The Mund Publishing's liability shall be increased to the amount that The Mund Publishing can recover from its insurers for direct loss.

The Mund Publishing shall not be liable to the customer whether in contract, tort, negligence, breach of statutory duty or otherwise for loss of profit, revenue, use, anticipated savings, goodwill, reputation or opportunity, financial or other economic loss or any indirect or consequential loss or damage, costs or expenses whatsoever or howsoever arising from of or in connection with the terms and conditions. For the avoidance of doubt:

The Mund Publishing shall not be liable for any delay or failure to perform its obligations under the agreement if any delay or failure was due to any cause beyond The Mund Publishing's reasonable control.

The Mund Publishing shall not be liable for any loss suffered by the customer arising from the failure of The Mund Publishing to fulfil its obligations where such failure is due to events outwith the control of The Mund Publishing

Where the goods are sold to a consumer, the consumer's statutory rights are not affected by these terms and conditions.

### **Insolvency**

Any agreement for the supply and sale of goods on these terms and conditions shall terminate immediately if any order is made for the customer's bankruptcy, if the customer makes any

composition arrangement with its creditors, becomes subject to an administration order, goes into liquidation (other than for the purposes of amalgamation or reconstruction), if an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the customer, or if the customer, being a trade customer, ceases or threatens to cease to carry on business, or if The Mund Publishing believes and of these events is about to occur. If the goods have been delivered but not paid for the price shall become immediately due and payable.

### **Libel**

The Mund Publishing reserves the right (without notice if, at The Mund Publishing's sole discretion, immediate action is necessary) to terminate supply or orders of, or (in cases where the order has been despatched) reclaim title and property in, any book which is (or in The Mund Publishing's reasonable opinion may become) the subject of a libel action or any similar reason. The Mund Publishing's disclaims all responsibility for the continuing sale of any publication which The Mund Publishing has asked to have withdrawn.

### **General**

The agreement for the supply of goods and services shall be governed by the laws of England and these terms and conditions will be interpreted in accordance with these laws.

If any provision of these terms and conditions is held for any reason to be ineffective or unenforceable this shall not affect the validity or enforceability of the other provisions of these terms and conditions.

No waiver by The Mund Publishing of any breach of the agreement by the customer will be treated as a waiver of any subsequent breach of the same or any other provision.

Variations to these terms and conditions will only be effective if in writing and signed by an authorised representative of The Mund Publishing and the customer.

The following conditions apply to trade customers only. For the avoidance of doubt, in the event of any conflict between the terms and conditions above and those which apply to trade customer only, the provisions below shall prevail.

### **Cancellation**

No order which has been accepted by The Mund Publishing may be cancelled by the customer except with the prior written agreement of The Mund Publishing.

### **Payment**

In the case of trade customers with agreed credit accounts, payment for goods and services supplied must be received by The Mund Publishing before the end of the month following the month of invoice unless agreed in writing between The Mund Publishing and the customer, or as may be otherwise stated on the invoice. Time of payment shall be of the essence of the agreement.

Orders from trade customers who do not have an agreed credit account will normally only be accepted against prepayment in full.

If The Mund Publishing does not receive (in cash or cleared funds) payment in full of the price of any particular goods and services, it shall have the right at any time until it receives such payment in full, to retake possession of those goods or, if those goods are no longer in the customer's possession, any other goods and services supplied by The Mund Publishing up to the same value of those goods or services and to enter any of the customer's premises at any time during normal working hours in order to do so.