

## ZigZag Education – Conditions of Supply of Goods

These Conditions set out the terms on which ZigZag Education of Unit 3, Greenway Business Centre, Doncaster Road, Bristol, BS10 5PY (“We” and similar phrases) have agreed to supply Goods to a customer (“You” and similar phrases).

### 1 DEFINITIONS

For ease of reference certain terms used elsewhere in these Conditions are defined as follows:

“Goods” means any books, CD’s or similar education related products (including electronic items, such as PDFs);  
“Intellectual Property Rights” means any patent, copyright, design right, trade mark, confidential information, know how and all similar rights whether or not registered or capable of registration, relating to the Goods;  
“Price” means the price agreed in writing; or if not agreed: as stated on our website from time to time, or most recent marketing literature sent to you, whichever is the higher (together with VAT and any other applicable taxes or duties).

### 2 OTHER CONDITIONS

We agree to supply the Goods on the terms of these Conditions only. We will not be bound by any contrary, different or additional terms or conditions contained or referred to in your order form or other documents or correspondence; nor will We agree to any addition, alteration or substitution of these Conditions unless they are expressly accepted by us in writing.

### 3 OUR OBLIGATIONS

- 3.1 We will use all reasonable endeavours to provide the Goods within any time scale indicated to you. However, that time scale is only an estimate and accordingly We can accept no responsibility or liability, financial or otherwise in the event that We are unable for any reason to keep to the timetable.
- 3.2 Goods will normally be dispatched within 2 business days of receipt of an order, provided they are in stock. If they are not in stock, delivery may take longer. Time shall not be of the essence, but we will endeavour to deliver the Goods as soon as is reasonably practicable for us to do so. It is also may not be possible to deliver the Goods to you at all given the nature of the business we operate in (without limiting the generality of the foregoing, for example: an author could fail to deliver a title at all, or one which is appropriate) – in this case we shall have no liability to you, but we have the option to send you a suitable replacement.
- 3.3 Unless a quotation or order form provides otherwise, no descriptive material or specification whether written or oral contained in any correspondence or statement or in promotional or sales literature shall form any part of an agreement between us.
- 3.4 We may suspend or cease delivery of Goods at our discretion if at any time you are in breach of your obligations under these Conditions or We have reason to believe that you may not be able to pay your debts as they fall due or there is any change in your ownership or control which for whatever reason We consider makes it unsuitable or undesirable for us to continue to supply you and in any such case We shall have no further liability or obligation to you.

### 4 PRICE AND PAYMENT TERMS

- 4.1 You are to pay the Price in the manner and at the time we agree with you in writing; or if we have not so agreed, in full not later than twenty-eight (28) days after the date of our invoice to you, or after delivery of the goods to you, whichever is the earliest.
- 4.2 If payment is not made by the due date We may charge interest on the amount outstanding at the rate of 5% above the Bank of England base rate applicable from time to time p.a. until payment.
- 4.3 Postage and packaging is not normally chargeable to customers based in the UK. However, any such charges will be indicated prior to individual orders.
- 4.4 We are not obliged to deliver any of the Goods to you, if you have agreed with us to provide a deposit and you have not yet paid the same to us.
- 4.5 Price uplifts (from those advertised) for additional rights: add 30% (plus VAT) to receive resources in PDF for easy distribution and printing; add 50% (plus VAT) to receive resources in Word + PDF for easy printing and editing. These options are only available in relation to certain resources – please contact us to find out which. Also, the specific percentage figures may vary depending on the resource.

### 5 YOUR OBLIGATIONS

The following matters are for you to consider and to then make a decision and are your responsibility entirely; not ours. We shall accept no liability to you whatsoever for your failure to undertake such matters properly and in full (and this is one of the reasons for our returns policy in condition 7).

- 5.1 Where a teacher uses any of the material from a resource to support coursework or similar then the teacher must ensure that they are happy with the level of information and support provided pertaining to their personal point of view and to the constraints of the specification and to others involved in moderation or the process or delivery of the course. It is essential that the teacher adapt, extend and/or censor any parts of the contained material to suit their needs, the needs of the specification, the needs of moderators and the needs of the individual or group concerned. As such, the teacher must determine which parts of the material, if any, to provide to students and which parts to use as background information for themselves.
- 5.2 In this matter they should also determine the nature of information or support provided, taking into consideration the medium and style of support. Specifically, they should determine which information to provide verbally, if any, and which, if any, to provide in written format. Similarly, if the style of the support is inappropriate but the information or support itself is appropriate then the material should be so adjusted to achieve this end. For example, if any of the contained material appears to overly direct the student, which may result in a downgrading of the student’s project, the teacher should remove or adapt this material to avoid this unless it is the teacher’s intention to do this to achieve a certain level within the project.
- 5.3 It is intended that materials be used appropriately and at the teacher’s own discretion, and that the teacher take into consideration the ability of the individual or group. It is the teacher’s responsibility to assess the suitability of coursework/project publications and to decide which pages, if any, to hand out to students.
- 5.4 All publications are designed to supplement teaching only. Practice questions may be designed to follow the content of a specification and may also attempt to prepare students for the type of questions they will meet in the examination, but will not attempt to predict future examination questions.
- 5.5 Coursework publications are intended to be a supplement to teaching and not a replacement. They are intended to be used appropriately and at the teacher’s own discretion regarding the ability of their class. It is the teacher’s responsibility to assess the suitability of coursework/project publications and to decide which pages if any to hand out to students.
- 5.6 Where the teacher uses any of the material from this resource to support examinations or similar then the teacher must ensure that they are happy with the level of information and support provided pertaining to their personal point of view and to the constraints of the specification and to others involved in the delivery of the course. It is considered essential that the teacher adapt, extend and/or censor any parts of the contained material to suit their needs, the needs of the specification and the needs of the individual or group concerned. As such, the teacher must determine which parts of the material, if any, to provide to the students and which parts to use as background information for themselves. Likewise, the teacher must determine what additional material is required to cover all points on the specification and to cover each specification point to the correct depth.
- 5.7 You and/or your students may not use any material or content provided as part of the Goods and incorporate it into a body of work without referencing / acknowledging the source of the material.
- 5.8 You acknowledge that you rely on your own skill and judgement in determining the suitability of the Goods for any particular purpose; and we do not warrant: that any of the Goods are suitable for any particular purpose (e.g. any particular qualification), or the results that may be obtained from the use of any publication, or expected exam grades, or that we are affiliated with any educational institution, or that any publication is authorised by, associated with, sponsored by or endorsed by any educational institution.

### 6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 (a) You are licensed to use the Goods as follows: in print, or in its electronic form, as supplied without any modifications or additions, ONLY with students who are officially enrolled with the institution (at the agreed address as per condition 6.1(c)). Further, these enrolled students must regularly attend the institution (at the agreed address as per condition 6.1(c)) in person. You will permit us to audit any institution and site to which this licence relates to ensure compliance with the whole of this condition 6.  
(b) Any access to the Goods, or part of them, via an intranet or similar must be via a suitability password protected system. This system should be reasonably secure. Access in this way, other than by an enrolled student or member of staff should be virtually impossible.  
(c) You are licensed to use the Goods only at a single institution with a single address. Multiple site licences are available at reduced prices, on request. The following is an indication of our general terms

for this only – please contact us to discuss your exact circumstances. If you want a licence for between 2 and 5 sites, there is an extra charge of 50% of the original Price; for between 6 and 10 sites, this would be a 100% increase in the Price. We will negotiate individual cases if you would like a multiple site licence for more than 10 sites.

(d) If You do not pay for the Goods when payment is due, the licence will be suspended until payment. The licence will also terminate should you breach any of the terms of this agreement. If the licence terminates or you return the Goods to us, you will destroy any copies or print outs made, including any given to students.

- 6.2 The Intellectual Property Rights relating to the Goods shall not transfer to you. You may not grant any sub-licence nor transfer the benefit of any licence granted relating to the Goods. In addition, Goods (or items forming part of the Goods) are not to be resold in any format whatsoever, unless We have explicitly agreed this in writing, or it is mentioned on the latest flyer relating to the Goods.

### 7 RETURNS

- 7.1 Inspection copies are not available; and we only supply evaluation copies, if requested.
- 7.2 If you wish to cancel an order prior to despatch, you should contact us as soon as possible.
- 7.3 You have a right to cancel an order following receipt of the Goods, due to quality concerns in the sense that the content of the Goods is not of a high enough standard (or another reason which we consider at our absolute discretion to be a reasonable one), provided you notify us of your reasons in a concise form and we are satisfied with them.
- 7.4 The right to cancel is also subject to the nature of the Goods and any signs on their packaging – for example, a CD in shrink wrap packaging stating that the packaging may not be removed for the right to cancel to remain in place, would modify the right to cancel.
- 7.5 The right to cancel must be exercised no longer than fourteen (14) days after the day on which you receive the Goods.
- 7.6 You must return the Goods to us in the same condition they were in at the time of delivery to you; and at your expense immediately following such cancellation. If you do not do so, you will have to pay all our costs and expenses in recovering the same. We recommend that you obtain proof of postage, as We shall not be held responsible for Goods lost in transit.
- 7.7 Any money paid will be refunded within 30 days of receipt of the Goods, provided that we have received the Goods in the same condition they were in at the time of delivery, less any costs and expenses in recovering the same referred to above.

### 8 RETENTION OF TITLE AND RISK

- 8.1 Where Goods are to be supplied to you they will remain our property until you have discharged all your obligations pursuant to all contracts between us and you and all other debts owed to us by you.
- 8.2 Whilst the Goods remain in our ownership you may not permit any lien to be created over them, or third party interest to be created in them and you shall take proper care of the Goods.
- 8.3 The Goods shall be at your risk as from the time they leave our premises and whether or not delivered to you or to any agent on your behalf.

### 9 LIABILITIES

- 9.1 We try to ensure that the information provided in our publications is accurate and up-to-date but no warranties are given as to errors, omissions or misleading statements.
- 9.2 Links to websites and contextual links are provided where appropriate in our publications. We do not accept any responsibility for information found following such links, nor can we guarantee, represent or warrant that the content contained in the sites is accurate, legal and inoffensive, nor should a website address or the inclusion of a hyperlink be taken to mean endorsement by us of the site to which it points.
- 9.3 In so far as We are able to do so and at your expense We will assign to you the benefit of any warranties and conditions relating to the Goods contained in any contract which We may have with any third party for the supply of the Goods.
- 9.4 We do not accept liability in any circumstances and whether in contract, tort or on any other basis whatsoever and however caused for:
  - 9.4.1 Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings), or any loss of goodwill or reputation; or
  - 9.4.2 Any special, indirect or consequential damage of any nature whatsoever.
- 9.5 Our total liability to you whether in contract, tort (including negligence or breach of statutory duty), breach of third party rights, or otherwise whatsoever arising, shall not in any event exceed the level of insurance that We have in relation to our business at any particular time, or in relation to any particular event, whichever is the lower.
- 9.6 We will not accept liability for any loss arising as a result of delay howsoever caused.

### 10 INDEMNITY

- 10.1 We require you to indemnify us from and against all claims, actions, demands, proceedings, damages, costs, charges and expenses arising out of or in connection with the supply of the Goods to you and/or your use of them in teaching and related activities:
  - (a) To the extent that any such claim etc shall exceed the limit of liability specified in condition 9.4 above;
  - (b) Where any such claim or loss arises as a result of any breach on your part of any of your obligations under these Conditions (in particular those matters contained in condition 5);
  - (c) In any event where such claims or actions are brought or threatened against us by a third party as a result of your use of the Goods.
- 10.2 We shall not be liable for any loss or damage arising from any occurrence unless a claim is formally notified in writing before the expiry of two years from the date of order.

### 11 FORCE MAJEURE

We will not in any event be responsible for any delay in or failure to supply the Goods which is caused by factors beyond our control which shall include but not be limited to acts of God, acts of governmental or any other lawful authority, strike, war, riot, civil commotion, flood, fire, explosion, epidemic, trade embargo or any other acts or omissions on the part of any third party or sub-contractor or any failure of electricity or other fuel or equipment.

### 12 ASSIGNMENT AND AGREEMENT

- 12.1 You may not assign an agreement subject to these Conditions in whole or in part without our prior written consent; though We may assign the same without your consent. You, our assignees, our successors and we are the only persons who shall have any rights pursuant to such agreements.
- 12.2 These Conditions set out the entire agreement and understanding of both of us relating to the subject matter thereof and supersedes all prior discussions between us and all prior memoranda of intent or understanding and all previous documentation.

### 13 GENERAL

- 13.1 If either of us shall positively waive or delay or not insist in any instance on full compliance by the other with any of these terms that shall not prevent him from subsequently requiring such compliance in respect of that instance by the other party (subject always to reasonable notice in the case of a positive waiver).
- 13.2 The construction, validity and performance of an agreement subject to these Conditions shall be governed in all respects by English law and We each agree to submit to the non-exclusive jurisdiction of the English courts.
- 13.3 You are to keep confidential and shall not disclose the terms of an agreement subject to these Conditions in whole or in part. These obligations continue after termination of an agreement subject to these Conditions however caused.

.....as an authorised representative, on behalf of

..... agree to these conditions of supply of goods.

Signature.....Position.....