

Terms and Conditions for Buying Goods and Services

1. Introduction

- 1.1 These Terms and Conditions shall govern the sale and purchase of products through our website and the sale and supply of downloadable Handbooks through our website, and the use of those Handbooks.
- 1.2 You will be asked to give your express agreement to these Terms and Conditions before you place an order on our website.
- 1.3 You warrant and represent to us that you contract with us under these Terms and Conditions exclusively in the course of a business and not as a consumer.

2. Interpretation

- 2.1 In these Terms and Conditions:
 - (a) "we" means Business Morphology Ltd (and "us and "our" should be construed accordingly);
 - (b) "you" means our business customer or prospective business customer under these Terms and Conditions (and "your" should be construed accordingly);
 - (c) "Handbooks" means those Handbooks that are available for purchase on our website; and
 - (d) "your Handbooks" means any such Handbooks that you have purchased through our website (including any enhanced or upgraded version of the Handbooks that we may make available to you from time to time).
 - (e) "Intellectual Property Rights" means patents, trademarks, design rights (whether registrable or otherwise) applications for any of these, copyrights, database rights, trade, business or branding names, domain names and web presence and other similar rights or obligations whether registrable or not in any country.

3. Order process

- 3.1 The advertising of products and services and Handbooks on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to purchase products and/or downloadable Handbooks from us, the following steps must be taken: you must send your order details to us stating the product and/or Handbooks you wish to purchase; your delivery preference; your address if relevant and we will issue an invoice. On confirmation of receipt of funds we will issue the product and/or Handbooks that you have ordered.
- 3.4 You will have the opportunity to identify and correct input errors prior to making your order by checking that the items in our invoice are correct and that they have been correctly totaled.

4. Products

- 4.1 The following types of products and downloadable Handbooks are or may be available on our website from time to time: Handbook with Toolkit digital version, Handbook with Toolkit hard copy A4 version, Handbook Lite digital version, Handbook Lite upgrade to Handbook with Toolkit digital version, Handbook Lite hard copy A4 version, Handbook Lite upgrade to Handbook with Toolkit hard copy A4 version, Introductory briefing, Tailored presentation, consultancy full day, consultancy half day.

4.2 We may periodically change the products available on our website, and we do not undertake to continue to supply any particular product or type of product.

5. Prices

5.1 Our prices are quoted on our website except for the Introductory briefing product, Tailored presentation product and Consultancy, where prices are available on request.

5.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.

5.3 All amounts stated in these Terms and Conditions or on our website are stated exclusive of VAT.

5.5 In addition to the price of the products, you may have to pay a delivery charge, which will be notified to you before the contract of sale comes into force.

6. Payments

6.1 You must, during the checkout process, pay the prices of the products and/or Handbooks that you order.

6.2 Payments may be made by any of the permitted methods specified on our website from time to time.

6.3 If you fail to pay to us any amount due under these Terms and Conditions in accordance with the provisions of these Terms and Conditions, then we may withhold the products ordered and/or, by written notice to you, at any time cancel the contract of sale for the products.

7. Licensing of Handbooks

7.1 We will supply your Handbooks to you in the format or formats specified on our website, and by such means and within such periods as are specified on our website.

7.2 Subject to your payment of the applicable price and compliance with these Terms and Conditions, we grant to you a worldwide, non-expiring, non-exclusive, non-transferable licence to make any use of your Handbooks permitted by Section 7.3, providing that you must not in any circumstances make any use of your Handbooks that is prohibited by Section 7.4.

7.3 The "permitted uses" of your Handbooks are:

- (a) downloading a copy of each of your Handbooks;
- (b) making, storing and viewing copies of your Handbooks on not more than 5 desktop, laptop or notebook computers;
- (c) making, storing and viewing copies of your Handbooks on not more than 5 smartphones, tablet computers or similar mobile devices; and
- (d) printing a single copy of each of your Handbooks solely for your own use.

7.4 The "prohibited uses" of your Handbooks are:

- (a) the publication, sale, licensing, sub-licensing, renting, transferring, transmission, broadcasting, distribution or redistribution of any Handbook (or part thereof) in any format;
- (c) the use of any Handbook (or part thereof) in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;

- (d) the use of any Handbook (or part thereof) to compete with us, whether directly or indirectly;
 - (e) any commercial use of any Handbook (or part thereof); and
 - (f) the circumvention or removal of, or any attempt to circumvent or remove, the technological measures applied to any Handbook for the purpose of preventing unauthorised use.
- 7.5 You warrant to us that you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of your Handbooks.
- 7.6 All intellectual property rights and other rights in the Handbooks not expressly granted by these Terms and Conditions are hereby reserved.
- 7.7 You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any Handbook.
- 7.8 The rights granted to you in these Terms and Conditions are personal to you, and you must not permit any third party to exercise these rights.
- 7.9 If you breach any provision of these Terms and Conditions, then the licence set out in this Section 6 will be automatically terminated upon such breach.
- 7.10 You may terminate the licence set out in this Section 7 by deleting all copies of the relevant Handbooks in your possession or control.
- 7.11 Upon the termination of a licence under this Section 7, you must, if you have not previously done so, promptly and irrevocably delete from your computer systems and other electronic devices all copies of the relevant Handbooks in your possession or control, and permanently destroy any other copies of the relevant Handbooks in your possession or control.

8. Deliveries

- 8.1 Our policies and procedures relating to the delivery of products are set out in this Section.
- 8.2 We will arrange for the products you purchase to be delivered to the delivery address you specify during the checkout process.
- 8.3 We will use reasonable endeavours to deliver your products on or before the date for delivery set out in the order confirmation or, if no date is set out in the order confirmation, within 7 days following the date of the order confirmation; however, we do not guarantee delivery by this date.
- 8.4 We will only deliver hard copy products to addresses on the UK mainland.

9. Risk and ownership

- 9.1 The products you purchase from us will be at your risk from the time of delivery.
- 9.2 Ownership of a product that you purchase from us will pass to you upon the later of:
- (a) delivery of the product; and
 - (b) receipt by us in cleared funds of all amounts due in respect of the product (including delivery charges).

10. Warranties and representations

- 10.1 You warrant and represent to us that:
- (a) you are legally capable of entering into binding contracts;

- (b) you have full authority, power and capacity to agree to these Terms and Conditions;
- (c) all the information that you provide to us in connection with your order is true, accurate, complete and non-misleading; and
- (d) you will be able to take delivery of the products in accordance with these Terms and Conditions and our delivery policy.

10.2 We warrant to you that:

- (a) we have the right to sell the products that you buy;
- (b) the products we sell to you are sold free from any charge or encumbrance, except as specified in these Terms and Conditions;
- (c) you shall enjoy quiet possession of the products you buy, except as specified in these Terms and Conditions;
- (d) the products you buy will correspond to any description published on our website; and
- (e) the products you buy will be of satisfactory quality.
- (f) your Handbooks will be supplied to you with reasonable care and skill.

10.3 All of our warranties and representations relating to Handbooks and to the supply of products are set out in these Terms and Conditions. To the maximum extent permitted by applicable law and subject to Section 12.1, all other warranties and representations are expressly excluded.

11. Breach of product warranty

- 11.1 If you believe that products you have purchased from us breach any of the warranties set out in Section 10.2, please contact us to discuss the issue and arrangements for the return of the products.
- 11.2 If products you purchase from us do not conform with the warranties set out in Section 10.2, then you will be entitled to a refund of all amounts paid in respect of those products. Alternatively and subject to availability, we may agree to supply you with replacement products, in which case we will pay the cost of delivering those replacement products to you. In either case we will reimburse you for your reasonable expenses incurred in returning the products to us.
- 11.3 If you return a product in contravention of these Terms and Conditions, and you do not have any other legal right to a refund or exchange in respect of that product:
- (a) we will not refund the purchase price or exchange the product;
 - (b) we may retain the returned product until you pay to us such additional amount as we may charge for re-delivery of the returned product; and
 - (c) if we do not receive payment of such additional amount within 14 days of issuing a request for payment, we may destroy or otherwise dispose of the returned product in our sole discretion without any liability to you.

12. Limitations and exclusions of liability

12.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or

- (d) exclude any liabilities that may not be excluded under applicable law,
- 12.2 The limitations and exclusions of liability set out in this Section 12 and elsewhere in these Terms and Conditions:
- (a) are subject to Section 12.1; and
 - (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.
- 12.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 12.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 12.5 We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 12.6 We will not be liable to you in respect of any special, indirect or consequential loss or damage.
- 12.7 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these Terms and Conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 12.8 Our aggregate liability to you in respect of any contract to provide products and/or services to you under these Terms and Conditions shall not exceed the greater of:
- (a) £1.00; and
 - (b) the total amount paid and payable to us under the contract.

13. Order cancellation

- 13.1 We may cancel a contract under these Terms and Conditions immediately, by giving you written notice of termination, if:
- (a) you fail to pay, on time and in full, any amount due to us under that contract; or
 - (b) you commit any material breach of that contract.
- 13.2 We may cancel a contract under these Terms and Conditions by written notice to you if:
- (a) you cease to trade;
 - (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
 - (c) 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;

- (d) 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
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors.

13.3 We may cancel a contract under these Terms and Conditions by written notice to you if we are prevented from fulfilling that contract by any event beyond our reasonable control, including, without limitation, any unavailability of raw materials, components or products, or any power failure, industrial dispute affecting any third party, governmental regulations, fire, flood, disaster, riot, terrorist attack or war.

14. Consequences of order cancellation

14.1 If a contract under these Terms and Conditions is cancelled in accordance with Section 14:

- (a) we will 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); and
- (c) all the other provisions of these Terms and Conditions will cease to have effect, except that Sections 1.3, 6.4, 9, 12, 17, 18, 19, 20, 21 and 22 will survive termination and continue in effect indefinitely.

15. Scope

15.1 These Terms and Conditions shall not constitute or effect any assignment or licence of any intellectual property rights.

15.2 These Terms and Conditions shall not govern the licensing of works (including software and literary works) comprised or stored in products.

15.3 These Terms and Conditions shall not govern the provision of any services by us or any third party in relation to the products (other than delivery services).

16. Variation

16.1 We may revise these Terms and Conditions from time to time by publishing a new version on our website.

16.2 A revision of these Terms and Conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

17. Assignment

17.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these Terms and Conditions

17.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms and Conditions.

18. No waivers

- 18.1 No breach of any provision of a contract under these Terms and Conditions will be waived except with the express written consent of the party not in breach.
- 18.2 No waiver of any breach of any provision of a contract under these Terms and Conditions shall be construed as a further or continuing waiver of any other breach of that provision or any breach of any other provision of that contract.

19. Severability

- 19.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 19.2 If any unlawful and/or unenforceable provision of these Terms and Conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

20. Third party rights

- 20.1 A contract under these Terms and Conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 20.2 The exercise of our rights and your rights under a contract under these Terms and Conditions is not subject to the consent of any third party.

21. Entire agreement

- 21.1 Subject to Section 12.1, these Terms and Conditions, together with the Terms and Conditions of the use of our website and our Privacy Policy shall constitute the entire agreement between you and us in relation to the sale and purchase of products or services and the sale and purchase of downloadable Handbooks and the use of those downloadable Handbooks, and shall supersede all previous agreements between you and us in relation to the sale and purchase of products or services and the sale and purchase of downloadable Handbooks and the use of those downloadable Handbooks.

22. Law and jurisdiction

- 22.1 These Terms and Conditions shall be governed by and construed in accordance with English law.
- 22.2 Any disputes relating to these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of England.

23. Statutory and regulatory disclosures

- 23.1 We will not file a copy of these Terms and Conditions specifically in relation to each user or customer and, if we update these Terms and Conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these Terms and Conditions for future reference.
- 23.2 These Terms and Conditions are available in the English language only.
- 23.3 Our VAT number is 869 1337 91.
- 23.4 The website of the European Union's online dispute resolution platform is available at https://ec.europa.eu/commission/index_en. The online dispute resolution platform may be used for resolving disputes.

24. Our details

- 24.1 This website is owned and operated by Business Morphology Ltd.

24.2 We are registered in England and Wales under registration number 5601319, and our registered office is at Northside House, Mount Pleasant, Barnet, Hertfordshire RN4 9EE.

24.4 You can contact us:

- (a) by post, using the postal address given above; or
- (b) by email, using the email address published on our website from time to time.
- (c) by telephone, on 07947 395489

July 2018 Version

END OF TERMS AND CONDITIONS FOR BUYING GOODS AND SERVICES