Conditions of sale

The Buyer’s attention is drawn in particular to the provisions of condition 11.

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer: the person, organisation, institution or company who purchases the Products from Cambridge.

Cambridge: The Chancellor, Masters, and Scholars of the University of Cambridge, trading as Cambridge University Press.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 2.3.

Confidential Information: any information of a confidential nature disclosed by a party (“Disclosing Party”) to the other (“Receiving Party”) relating to the Disclosing Party’s business, products and services (including technical or commercial know how or trade secrets) and its customers.

Contract: the contract between Cambridge and the Buyer for the sale and purchase of the Products, comprising an Order Form and these Conditions.

Intellectual Property Rights: any and all patents, rights to inventions, copyright and related rights, trade marks, service marks, trade and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, moral rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order Form: an order form requesting delivery of Products, submitted by the Buyer to Cambridge.

Products: any products published and packaged by Cambridge including any electronic products and any other products developed by Cambridge as are agreed in the Contract to be supplied to the Buyer by Cambridge.

Trade Marks: Cambridge’s trade marks used in respect of the Products.

Website: Cambridge’s website at www.cambridge.org.

2. Contract

2.1 These Conditions (and any revised Conditions pursuant to clause 2.4) shall be deemed accepted by the Buyer when the Buyer submits an Order Form to Cambridge.

2.2 These Conditions apply to the Contract to the exclusion of any other terms the Buyer seeks to impose or incorporate (including any terms or conditions the Buyer purports to apply under any purchase order, confirmation of order, specification or other document) or that may otherwise be implied by trade, custom, practice or course of dealing.

2.3 Cambridge may amend these Conditions at any time by posting a revised version of the Conditions on its Website, but any revised version of the Conditions shall only become applicable to the Contract when the Buyer submits an Order Form following the date of the posting of the revision. By submitting an Order Form the Buyer agrees to comply with the current version of these Conditions.

2.4 The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Cambridge not set out in the Contract.

3. Products

3.1 All samples, drawings, descriptive matter, specifications and advertising issued by Cambridge and any descriptions or illustrations contained in Cambridge’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products described in them. They shall not form part of the Contract or any other contract between the Buyer and Cambridge and this is not a sale by sample.

4. Delivery

4.1 Unless otherwise agreed in writing by Cambridge, delivery of the Products shall take place at Cambridge’s place of business as notified to the Buyer (“Delivery Location”).

4.2 The Buyer shall accept delivery of the Products within three (3) Business Days of Cambridge giving it notice that the Products are ready for delivery.

4.3 Delivery of the Products shall be completed on the completion of loading of the Products at the Delivery Location.

4.4 Any dates specified by Cambridge for delivery of the Products are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are specified, delivery shall be made within 21 days of the date of the Order Form.
4.5 If for any reason the Buyer fails to accept delivery of any of the Products within three (3) Business Days of Cambridge notifying the Buyer that the Products are ready for delivery, or Cambridge is unable to deliver the Products on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Products shall pass to the Buyer (including for loss or damage caused by Cambridge’s negligence);
(b) the Products shall be deemed to have been delivered at 09.00am three (3) Business Days following notification by Cambridge that the Products are ready; and
(c) Cambridge may store the Products until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

4.6 If, 10 Business Days after Cambridge has notified the Buyer that the Products are ready for delivery, the Buyer has not accepted delivery of them, Cambridge may resell or otherwise dispose of all or part of the Products. Subject always to the provisions of condition 10 (Quality), no refunds shall be payable by Cambridge to the Buyer at any time for Products delivered by Cambridge but not accepted by the Buyer.

4.7 The Buyer shall provide at the Delivery Location and at its expense adequate and appropriate equipment and manual labour for loading and unloading the Products.

4.8 If Cambridge delivers to the Buyer a quantity of Products of up to 5% greater or fewer than the quantity set out in the Order Form, the Buyer shall not be entitled to object to or reject the Products or any of them by reason of the surplus or shortfall and shall pay for such Products at the pro rata Contract rate.

4.9 Cambridge may deliver the Products by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

5. Non-delivery

5.1 The quantity of any consignment of Products as recorded by Cambridge on despatch from Cambridge’s place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

5.2 Cambridge shall not be liable for any non-delivery of Products (even if caused by Cambridge’s negligence) unless the Buyer gives written notice to Cambridge of the non-delivery within five (5) Business Days of the date when the Products would in the ordinary course of events have been received.

5.3 Any liability of Cambridge for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Products.

6. Risk and Ownership

6.1 The risk in the Products shall pass to the Buyer on completion of delivery.

6.2 Ownership of the Products shall not pass to the Buyer until Cambridge has received in full (in cash or cleared funds) all sums due to it in respect of the Products and any other products that Cambridge has supplied to the Buyer.

6.3 Until ownership of the Products has passed to the Buyer, the Buyer shall:

(a) hold the Products on a fiduciary basis as Cambridge’s bailee;
(b) store the Products (at no cost to Cambridge) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Cambridge’s property;
(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Products, including by any use of marketing or pricing stickers;
(d) maintain the Products in satisfactory condition and keep them insured on Cambridge’s behalf for their full price against all risks to the reasonable satisfaction of Cambridge from the date of delivery. On request the Buyer shall produce the policy of insurance and evidence of payments of the premiums to Cambridge;
(e) notify Cambridge immediately if it becomes subject to any of the events listed in clause 15.2; and
(f) give Cambridge such information relating to the Products as Cambridge may require from time to time.

6.4 If, prior to the ownership of the Products passing to the Buyer, the Buyer becomes subject to any of the events listed in clause 15.2, or Cambridge reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided that the Products have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy Cambridge may have, Cambridge may, at any time require the Buyer to deliver up the Products and, where the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the Products are stored in order to recover them.
6.5 The Buyer grants Cambridge, its agents and employees an irrevocable licence at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Buyer’s right to possession has terminated, to recover them.

6.6 On termination of the Contract, howsoever caused, Cambridge’s rights contained in this condition shall remain in effect.

7. **Price**

7.1 Unless otherwise agreed by Cambridge in writing, the price for the Products shall be the price set out in the Order Form or, if no price is given, Cambridge’s published price list in effect on the date of delivery or deemed delivery.

7.2 The price for the Products shall be exclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Products.

7.3 Cambridge may, by giving notice to the Buyer at any time up to five (5) Business Days before delivery, increase the price of the Products to reflect any increase in the costs of the Products due to:

(a) any request by the Buyer to change delivery date(s), quantities or types of Products ordered, or the specification; or

(b) any delay caused by any instructions of the Buyer or failure by the Buyer to give Cambridge adequate or accurate information or instructions.

8. **Payment**

8.1 Subject to condition 8.4, payment of the price for the Products is due in the invoiced currency within the credit period agreed by Cambridge from time to time.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until Cambridge has received cleared funds.

8.4 All payments payable to Cambridge under the Contract shall become due immediately on its termination notwithstanding any other provision.

8.5 Unless otherwise agreed between Cambridge and the Buyer, the Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Cambridge may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Buyer against any amount payable by Cambridge to the Buyer.

8.6 If the Buyer fails to pay Cambridge any sum due pursuant to the Contract by the due date, the Buyer shall pay interest on the overdue amount at the rate of 4% per annum above Barclays Bank’s base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Buyer shall pay the interest together with the overdue amount.

9. **Returns**

9.1 Returns will only be accepted with the consent of Cambridge. The Buyer must seek permission from either:

(a) the Buyer’s Cambridge sales representative; or

(b) the relevant Cambridge sales department.

9.2 Cambridge will only accept returns on the basis:

(a) the Products are in print at the time of dispatch;

(b) the return is documented with full invoice numbers;

(c) the Buyer packs the Products with reasonable care; and

(d) the Buyer bears the costs of carriage.

9.3 Full credit will be issued by Cambridge if:

(a) the Products are returned in their original condition; and

(b) all stickers or marks are removed.

9.4 50% credit will be issued by Cambridge if the products are in not in satisfactory condition for resale at full price.

10. **Quality**

10.1 Where Cambridge is not the manufacturer of the Products, Cambridge shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to Cambridge.

10.2 Cambridge warrants that (subject to the other provisions of these conditions) on delivery the Products shall:
(a) be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) be reasonably fit for purpose or, if any particular purpose has been made known to Cambridge by the Buyer in writing and has been confirmed in writing by Cambridge, fit for the purpose made known by the Buyer.

10.3 Subject to condition 10.4, if:

(a) the Buyer gives written notice within 14 days from when the Buyer discovers or ought to have discovered that some or all of the Products do not comply with the warranties set out in condition 10.2; and

(b) Cambridge is given a reasonable opportunity of examining such Products; and

(c) the Buyer (if asked to do so by Cambridge) returns such Products to Cambridge’s place of business at the Buyer’s cost for the examination to take place there,

(d) Cambridge shall, at its option, repair or replace the defective Products or refund the price of such Products at the pro rata Contract rate.

10.4 Cambridge shall not be liable for a breach of any of the warranties in condition 10.2 if:

(a) the Buyer makes any further use of such Products after giving notice in accordance with condition 10.3(a);

(b) the defect arises because the Buyer failed to follow Cambridge’s oral or written instructions as to the storage, installation, commissioning or use of the Products or (if there are none) good trade practice;

(c) the Buyer alters or repairs such Products without the written consent of Cambridge; or

(d) the defect arises as a result of fair wear and tear, wilful damage, negligence or abnormal storage or working conditions.

10.5 If Cambridge complies with condition 10.3 it shall have no further liability for a breach of the warranty or warranties in condition 10.2 in respect of such Products.

10.6 Cambridge reserves the right at any time to withdraw any Product, or from any of the Products any item or part of an item, for which it no longer retains the right to publish, or which it has reasonable grounds to believe infringes copyright or is defamatory, obscene, unlawful or otherwise objectionable. Cambridge shall give written notice to the Buyer of such withdrawal. Cambridge shall refund the price of such Products at the pro rata Contract rate provided that, if Cambridge so requests, the Buyer shall, at Cambridge’s expense, return the Products or the part of such Products to Cambridge.

11. Limitation of liability

11.1 Subject to conditions 4 (Delivery), 5 (Non-delivery) and 10 (Quality), the following provisions set out the entire financial liability of Cambridge (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

(a) any breach of these Conditions;

(b) any use made or resale by the Buyer of any of the Products, or of any product incorporating any of the Products; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11.3 Nothing in these conditions shall limit or exclude Cambridge’s liability for:

(a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

(b) defective products under the) Consumer Protection Act 1987;

(c) breach of terms implied by s.12 Sale of Goods Act 1979;

(d) fraud or fraudulent misrepresentation; or

(e) any matter in respect of which it would be unlawful for Cambridge to exclude or restrict liability.

11.4 Subject to conditions 11.2 and 11.3:

(a) Cambridge shall not be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any indirect or consequential loss arising from or in connection with the Contract; and

(b) Subject to condition 11.4(a), Cambridge’s total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price.

11.5 On termination of the Contract, howsoever caused, the rights contained in this condition 11 shall remain in effect.
12. Confidentiality

12.1 The Receiving Party shall only disclose Confidential Information to those of its employees and agents ("Representatives") who need to know it for the purposes of discharging its obligations under the Contract and shall ensure that such Representatives comply with the obligations of this provision as though they were a party to the Contract. The Receiving Party may also disclose Confidential Information of a Disclosing Party as required to be disclosed by law.

12.2 On termination of the Contract, howsoever caused, the rights contained in this condition 12 shall remain in effect.

13. Intellectual property

13.1 The Buyer shall sell the Products under the Trade Marks and shall not alter or make any addition to the labelling or packaging of the Products displaying the Trade Marks without Cambridge's prior written consent. The Buyer shall not alter, deface or remove any reference to the Trade Marks, any reference to Cambridge or any other name displayed to the Products, their packaging or labelling.

13.2 Cambridge makes no representation or warranty about the validity or enforceability of the Trade Marks, nor as to whether they infringe any Intellectual Property Rights of third parties in the Territory.

13.3 Nothing in these Conditions shall operate to transfer or license any Intellectual Property Rights between the parties and all Cambridge's Intellectual Property Rights contained in the Products shall remain vested in Cambridge.

14. Force majeure

14.1 Neither party shall be liable for any delay or failure to perform its obligations under the Contract if the party is prevented from, or delayed in, the carrying on of its business due to circumstances beyond its reasonable control ("Force Majeure Event") including acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion or flood.

14.2 If a Force Majeure Event prevents Cambridge from performing its obligations under these Conditions within a reasonable time after the agreed date of performance then Cambridge may terminate the Contract immediately by giving written notice to the Buyer.

15. Termination

15.1 Without limiting any other rights or remedies to which it may be entitled, either party may give notice in writing to the other terminating the Contract immediately if:

(a) the other party fails to pay any undisputed amount due under it on the due date for payment and remains in default for more than 14 days;

(b) the other party commits a material breach of any material term of the Contract and (if remediable) fails to remedy that breach within 30 days of that party being required in writing to do so; or

(c) the other party repeatedly breaches any of the terms of the Contract in a manner that reasonably justifies the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.

15.2 Cambridge may terminate the Contract with immediate effect by giving written notice to the Buyer if:

(a) the Buyer (being an individual) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder, or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer;

(b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other contract between Cambridge and the Buyer, or the Buyer ceases to trade;

(c) the Buyer encumbrances or in any way charges any of the Products;

(d) the Buyer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business; or

(e) the Buyer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of s.123 Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom the foregoing apply.

15.3 Termination of the Contract for any reason shall not affect any rights or liabilities accrued at the date of termination.
16. Data Protection

16.1 Cambridge acts in accordance with the UK Data Protection Act 1998 and personal data has the meaning given to it under that Act.

16.2 The Buyer consents to Cambridge maintaining, recording, holding and using any personal data the Buyer supplies to Cambridge in connection with the fulfilment of the services provided and in accordance with Cambridge's privacy policy (http://www.cambridge.org/policy/privacy) from time to time.

17. Bribery and Corruption

17.1 The Buyer understands that Cambridge acts in accordance the UK Bribery Act 2010 and other applicable anti-bribery laws in the jurisdictions in which it operates ('the Acts').

17.2 The Buyer warrants that it shall:

(a) comply with all applicable laws relating to anti-bribery and corruption;

(b) ensure neither it, nor its employees, officers, or shareholders, or any of its subcontractors or their employees officers or shareholders, in the course of its performance of its obligations under this Contract, make, offer or request any undue financial or other advantage in any activity, practice or conduct which would constitute an offence under these Acts; and

(c) promptly report to Cambridge any request, demand or offer made for undue financial or other advantage by or to the Buyer or its employees or agents in connection with the performance of this Contract.

18. Notices

18.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this Condition, and shall be delivered by hand, sent by pre-paid first class post or other next working day delivery service, commercial courier, or e-mail.

18.2 Notices shall be deemed received (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the second working day after posting or at the time recorded by the delivery service and (iii) if sent by email, the date and time it was received.

19. Other

19.1 No variation to the Contract shall be effective unless it is in writing and signed by the parties.

19.2 Neither party may assign any of its rights or obligations under the Contract without the prior written consent of the other, not to be unreasonably withheld or delayed.

19.3 If any provision or part-provision of the Contract is found by a court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract and the validity and enforceability of the other provisions shall not be affected.