

## Terms and Conditions

### 1. DEFINITIONS

- 1.1 'Buyer' means the person, firm or company whose name appears on the invoice or credit note.
- 1.2 'Conditions' means the terms and conditions of the sales of publications set out below.
- 1.3 'Document' means the invoice or credit note on the reverse of which the Conditions are printed.
- 1.4 'Heritage Books' means Mr. GG Loveridge (T/A Heritage Books Ltd)
- 1.5 'Publications' mean the products which the Buyer agrees to buy from Heritage the quantity and description of which is set out on the invoice.

### 2. CONDITIONS APPLICABLE

- 2.1 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by Heritage Books.
- 2.2 All orders of Publications shall be deemed to be an offer by the Buyer to purchase the Publications pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Publications shall be deemed as conclusive evidence of the Buyer's acceptance of these Conditions.
- 2.4 The buyer agrees and accepts that Heritage Books is the agent of the Publishers in relation to all aspects of the sale of the Publications.

### 3. PRICE AND PAYMENT

- 3.1 The price for the Publications is set out on the invoice and unless indicated exclusive of VAT.
- 3.2 The RRP is set by the Publishers and is subject to change, without notice.
- 3.3 Any queries with an Invoices must be reported in writing to Heritage Books within 7 days, otherwise no claim will be considered.
- 3.4 The Buyer shall pay for the Publications within the number of days stipulated on the Document, such number of days to be calculated from the date of the invoice.
- 3.5 Interest on overdue invoices shall accrue from the date when payment becomes due, from day to day until the date of payment at a rate of 2% above Barclays Bank Plc's base rate from time to in force and shall accrue at a such a rate after as before any judgment together with compensation for debt recovery costs pursuant to the provisions of the Late Payment of Commercial Debts (interest) Act 1998 and as amended and supplemented by The Late Payment of commercial Debts Regulations 2002. Heritage Books may withhold further supplies in the event that amounts payable are overdue or for any other reason at its sole discretion.
- 3.6 All unavailable titles are recorded as dues unless market cancelled on the invoice.
- 3.7 The Buyer may instruct Heritage Books not to record dues. This instruction will be implemented unless the Buyer countermand the instruction for any particular order.
- 3.8 All invoices should be paid in full; settlement discounts are not applicable.

### 4. PUBLICATIONS

- 4.1 The quantity and description of the Publications shall be as set out on the invoice (subject to temporary shortages)

### 5. DELIVERY

- 5.1 Time for delivery of any Publications is not guaranteed and time delivery is not of the essence in any order.
- 5.2 All deliveries are made by Publishers/Distributors logistical partners, not Heritage Books.
- 5.3 Heritage Books shall not be liable to the buyer for late delivery or unavailable items.
- 5.4 Heritage Books shall arrange for the Publications to be delivered to the Buyer's delivery address. The Buyer shall make all the necessary arrangements to take delivery of the Publications whenever they are tendered for delivery.

### 6. ACCEPTANCE

- 6.1 The Buyer shall be deemed to have accepted the Publications 72 hours after delivery to the Buyer.
- 6.2 Where the Buyer accepts or has been deemed to have accepted any Publications Heritage Books shall have no liability whatever to the Buyer in respect of the Publications \*except for any defective Publications)
- 6.3 Any Claim for :  
Damaged Publications must be notified in writing to Heritage Books within 7 days of receipt of Publications otherwise no claim will be considered.  
Shortage of Publications must be notified in writing to Heritage Books within 7 days of receipt of the Publications otherwise no claim will be considered.  
Failed Deliveries must be notified in writing to Heritage books within 10 day of receipt of invoice otherwise no claim will be considered.  
Incorrect Publications must be notified in writing to Heritage Books within 7 days of receipt of Publications otherwise no claim will be considered.  
These terms fall in line with those set by the Publishers & their partners.
- 6.4 Where dues are recorded as show on the Order Acknowledgment or Delivery Note they will be deemed to be accepted by the Buyer unless Heritage Books is requested to cancel them within 72 hours of receipt of the document.

- 6.5 In spite of delivery having been made the property in any of the Publications supplied by Heritage Books shall not pass to the Buyer until full payment for the Publications and any other sums owed by the Buyer to Heritage books has been received the Publications shall remain the property of the Publisher.

### 7. RETURNS

- 7.1 The Buyer may only return Publications for credit when this is done in accordance with the relevant Publisher returns policy and prior authorisation has been given. Unauthorised returns will not be credited to the Buyer and may be sent back to the Buyer or pulped in both cases at the Buyers expense.
- 7.2. Unless otherwise specified on the invoice, goods are not supplied on a sale or return basis.
- 7.3 Carriage and packing of items returned is at the customer's expense and liability
- 7.4 Core stock titles must be stocked for a minimum of three months before being returned for credit and no longer than 12 months from date of invoice.
- 7.5. Any agreed returns for exhibition related stock must be returned within 30 days of the exhibition closing date and those Publications will be credited to a maximum of 80% of the original invoice value. Credits will only be made to an active trading account.

**T&C's are subject to change without notice.**