

Code & Consult Limited Terms and Conditions Document

Contract Terms

Interpretation

1. In these Conditions:
 1. “*Buyer*” means the person who accepts the quotation of the Seller for the sale of the Goods & Services or whose order for the Goods & Services is accepted by the Seller.
 2. “*Goods & Services*” means Training Courses, Training Materials, Training Qualifications or other Goods & Services (including any instalment) which the Seller is to supply in accordance with the Conditions.
 3. “*Seller*” means Code and Consult Ltd.
 4. “*Conditions*” means the standard terms & conditions of sale set out in this document & (unless the context otherwise requires) includes any special terms & conditions agreed in writing between the Buyer & the Seller.
 5. “*Contract*” means the contract for the purchase & sale of the Goods & Services.
 6. “*Writing*” means letter, facsimile transmission, E Mail or comparable means of communication.
2. Any reference in these Conditions to any provision of statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
3. The order of precedence is the G-Cloud 12 Framework, then these Terms and Conditions.

Basis of Sale

4. The Seller shall sell & the Buyer shall purchase the Goods & Services in accordance with any written quotation of the Seller which is accepted by the Buyer, or any order of the Buyer which is accepted by the Seller, subject in either case to these Conditions.
5. These Conditions shall govern the contract to the exclusion of any other term & conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made purported to be made by the Buyer.
6. No variations to these Conditions or special terms shall be binding unless agreed in writing between the Buyer & Seller.
7. The Buyer will be responsible for the selection of the Goods & Services & any advice, recommendation or statement given or made by the Seller or its employees or agents to the Buyer or its employees or agents as to the suitability, fitness or any purpose application or use of the Goods & Services is intended for guidance only & is followed or acted upon entirely at the Buyers own risk.

Orders

8. Orders should be directed to the seller and accompanied by a purchase order or remittance.
9. The quantity & description of the Goods & Services shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller), but in either case the Goods & Services shall be inclusive of any amendments issued by the Seller prior to date of despatch.
10. The Buyer shall be responsible to the Seller for ensuring the accuracy of any order submitted by the Buyer.
11. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller.

Price of Goods and Services

12. The price of the Goods & Services shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of dispatch of the order.
13. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to amend the price of the Goods & Services to reflect any charges in the cost to the Seller which is due to any factor beyond the control of the Seller, any change in delivery dates or quantities which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.
14. Except as otherwise stated, all prices are given by the Seller exclusive of the cost of postage, carriage & packing. The Buyer will pay the cost of the postage & packing.

Terms of Payment

15. Subject to any special terms agreed in Writing between the Buyer & the Seller, the Seller shall be entitled to invoice the Buyer for the price of the Goods & Services on or at any time after delivery of the Goods & Services. The Buyer shall pay the price of the invoice within 30 days of the date of the Seller's invoice.
16. If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to: cancel the contract or suspend any further deliveries to the Buyer; appropriate any payment made by the Buyer to such of the Goods & Services (or the Goods & Services supplied under any other contract between the Buyer & the Seller) as the Seller may think fit; & charge the Buyer interest (both before & after any judgment) on the amount unpaid, up to the rate of four per cent per annum over and above the Bank Of England's Base Rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

Delivery

17. Orders will be processed as detailed in the Product Specification. Any dates quoted for delivery of the Goods & Services are approximate only & the Seller shall not be

liable for any delay in delivery of the Goods & Services howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing.

18. Where the Goods & Services are to be delivered in instalments each delivery shall constitute a separate contract & failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.

Risk and Property

19. Risk of damage to or loss of the Goods & Services shall pass to the Buyer upon actual delivery.
20. Notwithstanding delivery & the passing of risk in the Goods & Services, or any other provision of the Conditions, the property in the Goods & Services shall not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods & Services.
21. Until such time as the property in the Goods & Services passes to the Buyer, the Buyer shall hold the Goods & Services as the Sellers fiduciary agent & bailiff, & shall keep the Goods & Services properly stored, protected & insured & identified as the Sellers property
22. Until such time that the property in the Goods & Services passes to the Buyer the Seller shall be entitled at any time to require the Buyer to deliver up the Goods & Services to the Seller & if the Buyer fails to do so forthwith, to enter upon the premises of the Buyer or any third party where the Goods & Services are stored & repossess the Goods & Services.

Restrictions on Use

23. The Buyer acknowledges that the copyright & all other intellectual property rights in the Goods & Services are & will remain the property of the Seller. The Buyer warrants that it will take all necessary measures to protect the valuable intellectual property of the Seller. The Buyer may not re-sell, loan or part with possession of the Goods & Services or any part of them & may not copy or reproduce in any form the Goods & Services unless expressly agreed.
24. The Buyer is precluded from selling, licensing or in any way parting with possession of any resulting product without the consent in writing of the Seller which if granted will be on terms including royalty.

Warranty and Liabilities

25. If the Buyer encounters any inaccuracy or ambiguity in the Goods & Services, the Buyer will notify the Seller without delay. Free supply of any such amendments shall constitute the full extent of the Buyer's rights & the Sellers liability for any such inaccuracy or ambiguity.
26. Whilst all reasonable care is taken in the preparation & review of courses & materials, the Seller does not warrant that the content of the Goods & Services is

accurate or up to date or that the Goods & Services are suitable for the Buyer's purposes.

27. Subject as expressly provided in these Conditions & the fullest extent permitted by law all warranties conditions & other terms & duties implied by statute or common law are excluded.
28. The Buyer acknowledges that Goods & Services does not purport to include all the necessary provisions of a contract with a third party & that compliance with Goods & Services does not of itself confer immunity from legal obligations.
29. The Seller shall have no liability with regard to the content or the use of any Goods & Services which is not published under the authority of the Seller. On request the Seller will assign to the Buyer the benefit of any warranty given by the publisher to the Seller.

General

30. Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principle place of business or such other address as may the relevant time have been notified pursuant to this provision to the party giving the notice.
31. No waiver by the Seller or any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
32. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part of the validity of the provisions of these Conditions & the remainder of the provision in question shall not be affected hereby.
33. The Contract shall be governed by the laws of England & Wales. The parties submit to exclusive jurisdiction of the courts of England & Wales.