

Edition	Tolley Tax Legislation	1
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#### Delivery

- 18. Orders for printed and CD products are accepted by the Supplier subject to availability of stock and may be delivered in two or more installments. The Supplier has no liability for any loss of trade or profit to the customer as a result of delay in delivery or delivery of incorrect or faulty goods.
- 19. Delivery will be made to the address specified on the order by the customer or its agent, or to a carrier designated by the customer, or to other such addresses as are notified to the Supplier from time to time
- 20. Risk in goods passes to the customer on delivery under paragraph 17 above. Title to goods other than updates supplied under PIA Subscriptions will pass to the customer on payment in full. Title in updates supplied under PIA Subscriptions will pass on delivery.
- 21. Time is not of the essence for delivery of Goods and the Supplier's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods.

# Loss or Damage in Transit

#### Returns

- 22. Claims for damage or partial delivery or complete loss of consignment must be notified within thirty (30) days of the date of invoice.
- 23. Returns of printed Goods other than Goods supplied under PIA or PAYG Subscriptions will be accepted for credit provided they are received at the Supplier's warehouse within thirty (30) days of the date of invoice, and are accompanied by a copy of the returns note/invoice, have a valid authorization code obtained from the Supplier's Customer Services department before goods are returned and are in a condition fit for re-sale. Refunds will be given only where the goods returned are in a condition fit for resale and there are no other amounts outstanding and due on the customer's credit account with the Supplier.

### **Suppliers Liability**

- 24. The Suppliers liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the goods ordered. It is not intended that any contract between the Supplier and the customer for the supply of goods should be enforceable by any third party.
- 25. Any waiver by the Supplier of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.

# **Data Protection**

26. Personal data supplied by customers will be used by the Supplier in accordance with the Supplier's Privacy Policy from time to time, which is available on request from the Supplier. Personal data may also be passed to debt collection businesses for the purpose of enabling the Supplier to collect debts owed by the customer.

# **Notices**

27. Notices sent by the customer must be sent by prepaid post to the Supplier's Customer Services Department at the address on the most recently delivered invoice. Such notices must state the customer's name and (where applicable) account number. Notices sent by the Supplier will be sent to the customer's last known address.



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