



## Terms and conditions for sales

### 1. ABOUT US

The National Literacy Trust (“we” or “us”) is a registered charity (charity no. 1116260) and a company limited by guarantee incorporated in England and Wales (company no. 5836486) with its registered office at 68 South Lambeth Road, London SW8 1RL and its website at [www.literacytrust.org.uk](http://www.literacytrust.org.uk).

### 2. GENERAL

2.1 These terms and conditions shall apply to any order for goods or services, any subscription or any other transaction placed or entered into by you with us via our website, by fax or by post. We therefore strongly advise you to ensure that you have read and fully understood these terms and conditions prior to submitting any order.

2.2 In the event that any provision of these terms and conditions is inconsistent with any term:

- i. of an online order or booking which is displayed on our website, the term displayed on the website shall prevail; and
- ii. of an order or booking concluded by post or by fax contained in a catalogue, brochure or order form produced by us, the term displayed in the catalogue, brochure or order form shall prevail.

2.3 The following words or phrases used in these terms and conditions shall have the following meanings:

- i. “consumer” means any natural person who, for the purposes of any contract incorporating these terms and conditions, is acting for purposes outside his business, trade or profession;
- ii. “organisation” means a company, other body corporate, trust, unincorporated association, partnership or other similar entity;
- iii. “working day” means any day other than a Saturday, Sunday or public holiday; and
- iv. “you” means the person or organisation entering into a transaction under these terms and conditions.

- 2.4 If you are unsure whether you are a consumer for the purposes of these terms and conditions, or are otherwise unsure as to your legal rights as a consumer, you may wish to contact your local branch of the Citizens' Advice Bureau for further information.

### 3. CONTRACT FORMATION

- 3.1 Any order which you place via our website or by fax or by post will be an offer to purchase from us the relevant goods, services or subscription specified in that order.
- 3.2 If you place your order or booking via our website, that order or booking is only accepted by us when you receive a confirmation from us that your order has been accepted. **Until you have received such a confirmation, there is no binding contract between you and us.**
- 3.3 If you place your order or booking by fax or by post, that order or booking is only accepted by us when we have received your fax or posted documents and one of the following has also occurred:
- i. in the case of an order of resources advertised as being immediately available, we have sent you an email confirmation of your order with an attached invoice;
  - ii. in the case of an order of resources advertised as being available at a future date, we have sent you confirmation by email that your order has been received and accepted;
  - iii. in the case of an application to subscribe to our network, we have emailed your membership details to the email address that you specified in the application form; or
  - iv. in the case of a booking for training or for a conference or event, we have emailed you confirmation that your booking has been accepted with an attached invoice.

**Until we have accepted your order in the manner set out above, there is no binding contract between you and us. For the avoidance of doubt, there will be no binding contract where your fax or posted documents fail to reach us or are otherwise not properly and fully received by us.**

- 3.4 Please note that **you must supply a valid email address with all orders or bookings**, whether placed via our website or by fax or post. While we will usually attempt to contact you to obtain a valid email address if you have failed to provide one, we reserve the right to reject any order or booking at our sole discretion if a valid email address has not been supplied.

#### **4. CAPACITY**

By placing any order for goods or services, subscribing to our network or entering into any other transaction via our website or by fax or by post, you agree that:

- i. you are at least 18 years of age; and
- ii. where you are entering into a transaction or requesting an invoice on behalf of an organisation, you are properly authorised to do so in accordance with the rules of that organisation.

#### **5. NETWORK SUBSCRIPTIONS**

- 5.1 To join our network via our website, you must register online and create a log in that will allow you to access exclusive areas.
- 5.2 To join our network by post or fax, you must specify a valid email address on the subscription form. Your log in details will be emailed to the email address that you specify once your subscription application has been accepted and processed.
- 5.3 We will not pass your contact details on to any third parties (except where required to do so by law), and you can opt-out of receiving occasional updates from us at any time, by logging in and updating your preferences or clicking “Unsubscribe” in one of the emails you receive. We will continue to contact you only about matters related to your membership.
- 5.4 If you apply to become a member of our network via our website, your membership will start immediately following our acceptance of your application. You will be invoiced or your credit or debit card will be charged as soon as your membership begins.
- 5.5 If you apply to become a member of our network by post or fax, your membership will start as soon as you have received an email from us specifying your log in details. You will be invoiced as soon as your membership begins.
- 5.6 You must pay any invoice within 28 days of the date that the invoice is issued. If an invoice is not paid according to our payment terms, you will no longer be able to access members-only areas of our website, or use your membership number to claim discounts. Invoices are not available to anyone joining our network as an individual.
- 5.7 All membership subscriptions will be charged in UK pounds. We are not currently required to charge VAT on membership subscriptions.

- 5.8 Once you have subscribed you will receive a confirmation of the membership by email. If you have any issues with your membership, please email [networks@literacytrust.org.uk](mailto:networks@literacytrust.org.uk).
- 5.9 Your network membership entitles you to access “members’ only” content, discounts on our conferences and resources, and discounts from our external partners, all of which are subject to change at any time. We reserve the right, in our sole discretion, to modify any of the content, resources or discounts available through membership of our network without giving prior notice.
- 5.10 Cancellations: If you wish to cancel your membership, you may do so within a period of seven working days commencing on the day after the start of your membership and you will receive a full refund. Refunds will be made in the same form of payment originally used for purchase within 30 days of cancellation. After the seven working day “cooling off period”, you may terminate your membership at any time by giving us notice in writing, but will not be entitled to a refund of any part of the fee. Notify us by email to [networks@literacytrust.org.uk](mailto:networks@literacytrust.org.uk), fax to 020 7587 1411 or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL to make a cancellation.
- 5.11 **NOTE:** In the event that you enter into a transaction, either with us or with one of our partners, at a discounted price offered as a result of your membership of our network and that membership is subsequently cancelled either due to failure to pay an invoice for your membership or by cancellation within the seven working day “cooling off period”, **you will be liable to pay the difference between that discounted price and the standard price paid by non-members on the goods or services comprising that transaction.** The relevant prices for determining any difference payable are those which were displayed on our website (for online orders) or in our brochure, marketing materials or order form (for orders by fax or post) at the date and time that you entered into the transaction, or on the website or print materials of the relevant party, where a discount has been claimed from one of our partners.
- 5.12 For the avoidance of doubt, you will not be required to pay the additional amount in clause 5.11 above where you terminate your membership after the seven working day “cooling off period” referred to in clause 5.10, or where you otherwise return or reject any goods or cancel any order where permitted to do so.
- 5.13 Renewals: You will be notified of the expiry of your membership 60 days in advance, and invited to renew. You will be able to pay by credit or debit card or request an invoice to your organisation. Your membership will be renewed for one year from the date of expiry. If your membership is not renewed by the expiry date, or your invoice is not paid according to our payment terms, you will no longer be able to

access members-only areas of our website, or use your membership number to claim discounts.

- 5.13 Assignment: Unless otherwise stated, your membership of our network is personal to you and may not be assigned or transferred without our written consent.

## **6. RESOURCES**

### **Terms applying to online resource purchases**

- 6.1 To purchase resources online, you must register with our website. We will not pass your contact details on to any third parties (except where required to do so by law, or where otherwise reasonably required by third parties involved in fulfilling orders, provided that those third parties agree to keep such details confidential), and you can opt-out of receiving occasional updates from us at any time, by logging in and updating your preferences or clicking “Unsubscribe” in one of the emails you receive. We will continue to contact you only about matters related to your order.
- 6.2 Once you have placed your order on our website, you will be invoiced or your credit or debit card will be charged immediately following confirmation that your order has been accepted.
- 6.3 We reserve the right to allow payment by invoice only for certain resources. If any one of the items in your basket is not available by invoice, then you will need to pay in full by credit or debit card before being able to place your order.
- 6.4 Except in the case of electronic resources available for immediate download, resources ordered via our website will be dispatched within 10 working days of confirmation that your order has been accepted, or for pre-orders, within 10 working days of the advertised date of availability.
- 6.5 Resources which are available for electronic download via our website may be downloaded immediately following confirmation of your order.

### **Terms applying to resource purchases by fax or post**

- 6.6 Within five working days of receipt of an order by fax or post, we will either:
- i. accept your order by sending you an email confirmation and invoice in relation to the resources, in which case your order will be dispatched within a period of 10 working days from the date on which we send you the email confirmation;

- ii. advise you by email that we are unable to fulfil your order; or
  - iii. where you have pre-ordered a resource which has been advertised as being available at a future date, confirm in writing that your order has been received and that the resource will be dispatched within 10 working days of the advertised date.
- 6.7 We will not pass any contact details which you supply on any order form sent by post or fax on to any third parties (except where required to do so by law, or where otherwise reasonably required by third parties involved in fulfilling orders, provided that those third parties agree to keep such details confidential).

**Terms applying to all resource purchases whether online or by fax or post**

- 6.8 You must pay any invoice within 28 days of the date that the invoice is issued.
- 6.9 All transactions will be made in UK pounds. We are not currently required to charge VAT on orders of any resources.
- 6.10 Resources can only be delivered within the UK and will be delivered to the address that you specify when placing your order. If you provide us with an incomplete or inaccurate delivery address and we are therefore unable to deliver your resources, we will treat your order as cancelled but you will be liable to pay for any delivery costs we have incurred in attempting to deliver those resources.
- 6.11 Right of cancellation within “cooling off” period
- i. **If you are a consumer** and for any reason you are unhappy with a resource purchase, you can cancel your purchase at any time beginning with the date that you place the order and ending seven working days after the day after the resources are delivered. If you cancel your order within this period, we will issue a full refund. To do so you must notify us in writing (by email to [support@literacytrust.org.uk](mailto:support@literacytrust.org.uk), fax to 020 7587 1411 or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL) and return the items to Returns, National Literacy Trust, 68 South Lambeth Road, London SW8 1RL. You must arrange for, and pay the costs of returning the item(s) to the National Literacy Trust. **Please note that this right of cancellation does not apply to any resources which are downloaded directly from our website. There is no right of cancellation in connection with electronic downloads of resources once the download has commenced, although this does not affect your right to reject any resources which are subsequently found to be defective.**

- ii. **If you are not a consumer** you may cancel an order without any charge so as long as the cancellation is made before the resources are dispatched. After the resources have been dispatched, you can cancel your purchase within a period of seven working days beginning on the day after the resources are delivered and we will issue a full refund **less any costs and expenses originally incurred by us in delivering the resources to you**. To cancel you must notify us in writing (by email to [support@literacytrust.org.uk](mailto:support@literacytrust.org.uk), fax to 020 7587 1411 or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL) and return the items to Returns, National Literacy Trust, 68 South Lambeth Road, London SW8 1RL. You must arrange for, and pay the costs of returning the item(s) to the National Literacy Trust. **Please note that this right of cancellation does not apply to any resources which are downloaded directly from our website. There is no right of cancellation in connection with electronic downloads of resources once the download has commenced, although this does not affect your right to reject any resources which are subsequently found to be defective.**
- iii. Refunds will be made in the same form of payment originally used for purchase within 30 days of cancellation.
- iv. **NOTE:** If you cancel your purchase, you have a duty to take reasonable care of the resources while they remain in your possession. **You may be liable to pay us compensation for any damage to the resources caused by your failure to take such reasonable care.**
- v. **NOTE:** If, after cancelling your purchase, you do not return the resources to us as required, **we may charge you for any direct costs that we incur in recovering the resources from you.**
- vi. **NOTE:** In the event that you enter into a transaction, either with us or with one of our partners, at a discounted price offered as a result of a resource purchase and that purchase is subsequently cancelled within the seven working day “cooling off period”, **you will be liable to pay the difference between that discounted price and the standard price for the goods or services comprising that transaction**, unless you return or reject any discounted goods or cancel any order where permitted to do so. The relevant prices for determining any difference payable are those which were displayed on our website (for online orders) or in our brochure, marketing materials or order form (for orders by fax or post) at the date and time that you entered into the transaction, or on the website or print materials of the relevant party, where a discount has been claimed from one of our partners.



## 6.12 Right of rejection of incorrect, damaged or defective goods

- i. If you receive an item that is incorrect, damaged or defective, we will offer a refund or exchange and reimburse any reasonable costs incurred by you in returning the item to us. To return an incorrect, damaged or defective item we request that you notify us in writing within 14 days of delivery, stating whether you would like to exchange the item or have a refund, and return the item(s) immediately to Returns, National Literacy Trust, 68 South Lambeth Road, London SW8 1RL.
- ii. **NOTE:** We will check all items returned as damaged or defective. **In the event that an item is not damaged or defective, we reserve the right to re-charge for the item(s) where a refund has already been given and to recover our fees and expenses.**

6.13 Any resources delivered to you pursuant to this clause 6 will be your responsibility and are held at your risk from the time that they are delivered. However, ownership of the resources will only pass to you when you have paid all sums due to us in connection with those resources.

6.14 Complaints: If you have any complaints, you should direct them to us via email to [support@literacytrust.org.uk](mailto:support@literacytrust.org.uk), by phone to 020 7587 1842 or by post to Complaints, National Literacy Trust, 68 South Lambeth Road, London SW8 1RL.

## 7. TRAINING

7.1 The following terms apply to the cancellation of training bookings, whether booked by email, fax or post:

- i. If you wish to cancel the booking of one of our training packages, the fee can only be waived if we receive a written cancellation notice by email to [support@literacytrust.org.uk](mailto:support@literacytrust.org.uk) or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL **at least six weeks** before the date on which the training commences and we have accepted the cancellation by return email or post.
- ii. Where you cancel any training booking, **we reserve the right to charge you a fee of £15.00 per booking in order to cover our administration costs.**
- iii. If you cancel any training booking **between three and six weeks** before the date on which the training commences, half the fee may be waived. **If you cancel within three weeks of the date booked, the full fee is payable.**



- vi. Refunds will be made in the same form of payment originally used for purchase within 30 days of cancellation.
- 7.2 Payment: The training session fee plus expenses will be invoiced for after the event has taken place. You must pay any invoice within 28 days of the date that the invoice is issued. Requests for invoicing before the training date will be agreed at the discretion of the National Literacy Trust. In the event that the invoice is issued prior to the training date, expenses will be estimated and the same payment arrangements will apply. Training dates must be confirmed within six months from the date of invoice and the training must take place within 12 months from the same date. In the event that the training is not booked and completed within this timeframe the National Literacy Trust will retain the full amount of the training fee, less expenses. The National Literacy Trust reserves the right to cancel the training and issue a full refund at any point.
- 7.3 All training will be charged in UK pounds. We are not currently required to charge VAT on any training packages.

## 8. CONFERENCES AND EVENTS

- 8.1 To register online for one of our events, you must register with our website. We will not pass your contact details onto any third parties (except where required to do so by law, or where otherwise reasonably required by third parties involved in staging any conference or event, provided that those third parties agree to keep such details confidential), and you can opt-out of receiving occasional updates from us at any time, by logging in and updating your preferences or clicking “Unsubscribe” in one of the emails you receive. We will continue to contact you only about matters related to your booking.
- 8.2 You may also book places on conferences and events by fax or by post. We will not pass any contact details which you supply on any booking form sent by post or fax on to any third parties (except where required to do so by law, or where otherwise reasonably required by third parties involved in staging any conference or event, provided that those third parties agree to keep such details confidential).
- 8.3 The following terms apply to cancellations of conference or event bookings, whether booked via our website or by fax or post:
- i. **If you are a consumer**, you can cancel your booking for a conference or event within a period of seven working days commencing on the day after you have received confirmation of the booking and we will issue a full refund. **If the conference or event is to be held within this seven working day period, the right of cancellation will end when the conference or event begins.** To exercise your right to cancel, you must notify us by email to [conferences@literacytrust.org.uk](mailto:conferences@literacytrust.org.uk), fax to 020 7587 1411

or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL.

- ii. Subject to any right as a consumer to cancel a booking without charge in sub-clause (i) above, once places have been booked, conference or event fees can only be waived or refunded if we receive a written cancellation notice by email to [conferences@literacytrust.org.uk](mailto:conferences@literacytrust.org.uk) or post to National Literacy Trust, 68 South Lambeth Road, London SW8 1RL at least three weeks before the conference and we have accepted your cancellation by return email or post.
  - iii. Subject to any right as a consumer to cancel a booking without charge in sub-clause (i) above, where you cancel any conference or event booking, **we reserve the right to charge you a fee of £15.00 per booking in order to cover our administration costs.**
  - iv. Subject to any right as a consumer to cancel a booking without charge in sub-clause (i), **if you cancel within three weeks of the date booked, the full fee is payable.**
  - v. Refunds will be made in the same form of payment originally used for purchase within 30 days of cancellation.
- 8.4 Payment: If an invoice is required, it will be sent with confirmation of your booking. If you request an invoice, you are committing to make this payment within 28 days.
- 8.5 Transferring bookings: Places booked may be transferred to another member of staff at the same organisation at no cost, up to the day before the event.
- 8.6 Dietary and special requirements: We will do our best to meet any dietary or special requirements stated at the time of booking but cannot guarantee that it will always be possible at no extra charge. We may not be able to satisfy any requests that are received within two weeks of the date of the event.
- 8.7 We reserve the right to allow payment by invoice only for certain events. If any one of the events you are booking for is not available by invoice, then you will need to pay in full by credit or debit card before being able to place your booking.
- 8.8 All event bookings will be charged in UK pounds. We are not currently required to charge VAT on any event bookings.

## 9. LIMITATION OF LIABILITY

- 9.1 You are responsible for checking that the details of any order, subscription or other transaction that you place or enter into via our website or by fax or post are correct prior to confirming the order or sending the relevant fax or posting the relevant documents. Subject to clause 9.5 below, **we will not be liable for any losses that you may incur as a result of your failure to check that the details of your order are correct at the time that the order is placed.**
- 9.2 Subject to clause 9.5 below, **we will not be liable for any loss which you may incur as a result of any disruption to the operation of our website which prevents you from placing any online order for our products or services.**
- 9.3 Subject to clause 9.5 below, **we will not be liable for any loss or damage which you incur which is not reasonably foreseeable to us at the time when the contract between you and us is concluded.**
- 9.4 Subject to clause 9.5 below, **we will not be liable for any costs or expenses in connection with transport or accommodation which you incur in connection with any conference or event booking and which you are unable to recover as a result of that conference or event being cancelled or delayed due to events or circumstances beyond our reasonable control.**
- 9.5 Nothing in these terms and conditions shall exclude or limit our liability for the following:
- i. death or personal injury caused by our negligence;
  - ii. fraud or fraudulent misrepresentation; or
  - iii. any other matter for which we are not permitted by law to exclude or limit our liability.

## **10. FORCE MAJEURE**

We will not be liable for any failure to perform, or any delay in the performance of, our obligations under these terms and conditions where such failure is caused by events or circumstances which are beyond our reasonable control.

## **11. THIRD PARTY RIGHTS**

No term of any transaction concluded on the basis of these terms and conditions shall be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person other than you or us.

## **12. INVALIDITY**

If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this shall not affect or impair:

- i. the legality, validity or enforceability in that jurisdiction of any other provision of this agreement; or
- ii. the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this agreement.

### **13. GOVERNING LAW AND JURISDICTION**

13.1 These terms and conditions, and any matter, claim or dispute arising out of or in connection with them, whether contractual or non-contractual, shall be governed by and construed in accordance with, English law.

13.2 The courts of England shall have exclusive jurisdiction to settle any dispute, whether contractual or non-contractual, arising out of or in connection with these terms and conditions. Any proceeding, suit or action arising out of or in connection with these terms and conditions, or the existence, validity or enforceability of any agreement concluded on the basis of these terms and conditions, shall be brought only in the courts of England.

### **14. AMENDMENT OF TERMS AND CONDITIONS**

14.1 These terms and conditions are subject to amendment at any time, but any such amendment shall only apply to any orders or bookings which are completed after the relevant amendment occurs. You are therefore strongly advised to ensure that you read the terms and conditions each time prior to placing any new order or booking.

14.2 While we will usually try to publicise via our website the fact that our standard terms and conditions for sales have been amended, we shall not be liable if we do fail to do so and any such failure shall not relieve you of your responsibility to ensure that you have fully understood the relevant terms and conditions which apply at the time when you place any order or make any booking.