

RM Educational Resources Ltd
TTS Terms and Conditions of Sale (Business) (effective from March 2026)

These are the terms of sale for orders placed by or on behalf of businesses, including schools, nurseries and charities. If you are purchasing as a consumer, TTS's Terms and Conditions of Sale (Consumer) will apply instead of these terms. You are a consumer where you are ordering for purposes which are wholly or mainly outside your trade, business, craft or profession.

If you are not sure if your order is for a business or is placed as a consumer, please contact our Customer Service Team: [TTS Support – Customer Services](#)

Please read these Conditions carefully before ordering any Products from TTS. You agree to be bound by these Conditions upon ordering any Products.

Certain of the provisions below apply differently to our international and reseller customers. Please refer to the provisions that are specifically highlighted as referring to international and/or reseller customers.

If you are a reseller/distributor of the Products, these Conditions apply, together with TTS Terms and Conditions for Distributors, which are available at [Terms & Conditions | TTS](#) or from us on request.

HOW TO CONTACT US

We are RM Educational Resources Ltd, a company registered in England and Wales. "TTS" is a trading name of RM Educational Resources Ltd. Our company registration number is 03100039 and our registered office is at 142B Park Drive, Milton Park, Milton, Abingdon, OX14 4SE, United Kingdom.

You can contact us by:

- emailing us at sales@tts-group.co.uk;
- writing to us at TTS, Harrier Park, Building 1, Heyworth Road, Hucknall, Nottingham, NG15 6XJ, United Kingdom; or
- using our web form, which you can find on our Customer Service Team page: [TTS Support – Customer Services](#).

1. DEFINITIONS

1.1. The following definitions apply to these Conditions:

- "Conditions"** means these terms and conditions and, where purchases are made by a distributor/reseller, the TTS Terms and Conditions for Distributors;
- "Contract"** means the contract between you and us created by our acceptance of your Order pursuant to clause 2.4 or 2.5 below;
- "Goods"** means the items you order from our list of Products that may or may not be personalised;
- "Products"** means the goods that we offer for sale;
- "Order"** means an order placed by you for a Product or Products;
- "Services"** means any services that we offer for sale;

"Website" Means www.tts-group.co.uk;

"you" means the person, company, organisation or other entity entering into the Order for the Products and 'your' shall be construed accordingly.

1.2. In these Conditions:

- a) a reference to 'written' or 'writing' includes email;
- b) headings do not affect interpretation; and
- c) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. BASIS OF SALE AND FORMATION OF CONTRACT

2.1. Any Order placed by you will constitute an offer to buy Products or services that we may accept or decline. These Conditions will apply to any Order placed by you and accepted by us and will form the basis of the Contract. These Conditions take precedence over any terms (including earlier versions of these Conditions) and exclude any others stipulated or referred to by you, whether in an Order or any course of dealings established between you and us.

2.2. Except as provided in clause 2.3, you may place an Order:

- a) online through the ordering process on the Website;
- b) where agreed with us, by email;
- c) by telephone (subject to Clause 2.3 below); or
- d) if you are an international customer, by submitting a basket request via the Website or by email, subject to 2.5 below.

2.3. For distributors and international customers, Orders cannot be placed by telephone. There may also be restrictions on your ability to order through the Website. Please contact our Customer Service Team: [TTS Support – Customer Services](#) in the event you are having difficulty placing an Order.

2.4. After you place the Order, you will receive an acknowledgment from us when it has been received. Acknowledgement will normally be by email. If you have not supplied your email address with the Order, but we hold an email address for you in our system, we will send the acknowledgment to that email address. The Contract is formed when we send the Order acknowledgement.

2.5. For orders placed by international customers submitting a basket request once you have submitted your Order request our international customer services team will contact you or send you the Order acknowledgment by email. The Contract is formed when we send the Order acknowledgement.

2.6. We may refuse any Order for any reason at our sole discretion.

2.7. Please note that certain Products and promotions are only available in the United Kingdom and, as such, may be unavailable in the region or country from which you are accessing the Website and / or published materials.

3. DESCRIPTION OF PRODUCTS

3.1. Any samples, drawings, descriptions, a product's true colour, dimensions, texture or packaging may not exactly match that as shown or displayed on the Website or in our marketing or printed media. Contents of products may vary. Images and descriptions are for illustrative purposes to give an approximate idea of the Products they describe. All imagery and Product descriptions do not therefore form part of the Contract between you and us and are subject to correction without liability on our part. Variations in the colour due to photography, publishing of your computer's

display can occur. You acknowledge that the Order (including personalised Goods) is placed at your own risk.

- 3.2. We can make changes to a Product at any time without notice:
 - a) to reflect changes in relevant laws and regulatory requirements for example to reflect required changes in materials used in manufacture; or
 - b) to make minor technical adjustments and improvements.
- 3.3. If we discover an error in the price of the Products in your Order (e.g. an incorrect price displayed on the Website or in our marketing or printed media), we will contact you to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling the Order. Please note that we do not have to provide the Products to you at the incorrect (lower) price.
- 3.4. Please always read labels, warnings and directions provided with the Products before use.

Product substitution

- 3.5. In the event Products in your Order are out of stock, we reserve the right to substitute them with equivalent Products of similar or higher value or quality. Whilst we will endeavour to ensure that any substitutions do not increase the total Order value, the price you pay may be affected. Where you are delivered a substitute Product that is not acceptable to you, we will provide a refund where such Products are returned unused and in their original packaging.

Product availability

- 3.6. We cannot guarantee the availability of all Products. Product availability information provided on the Website or in our marketing or printed media is for reference only and does not guarantee availability of the Products.

4. TITLE RETENTION

- 4.1. Title in the Products shall not pass to you until both: (i) payment is received by us for the Products; and (ii) no other amounts are outstanding from you to us in respect of any other Products supplied by us to you.
- 4.2. Until such time title in the Products passes to you, you shall hold the Products as our fiduciary agent and bailee, and you shall keep the Products separate from those of yours and third parties and properly stored, protected and insured and identified as our property. Until such time as the title of the Products passes to you in accordance with clause 4.1 (and provided the Products are still in existence and have not been resold), we shall be entitled at any time to require you to return the Products to us and, if you fail to do so forthwith, to enter upon any premises of yours or any third party where the Products are stored and repossess the Products.
- 4.3. You shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain our property, but if you do so all monies owing by you to us shall (without prejudice to any other right or remedy available to us) forthwith become due and payable.

5. PRICE AND PAYMENT

- 5.1. All prices are quoted in British Pounds Sterling (£GBP), unless otherwise agreed in writing, and are:

- a) exclusive of VAT and any other applicable sales taxes, which will be added to the total amount due;
 - b) exclusive of any applicable bank charges, which will be added to the total amount due;
 - c) for deliveries in the UK only, inclusive of standard delivery charges (which shall be as detailed on our Website). Where available, other delivery services may be available for certain Products, which may incur additional charges;
 - d) for international destinations, exclusive of delivery charges (including carriage, freight and insurance). We may invoice you for delivery charges on a separate invoice; and
 - e) for international destinations, unless otherwise agreed in writing between the parties in accordance with Incoterms 2020, exclusive of any applicable import duties and taxes, which are levied once the Products reach the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information.
- 5.2. Prices, whether on the Website, printed media or otherwise, are subject to change without prior notice at any time. The price displayed on the Website will take precedence over any other printed price.
- 5.3. Certain non-stock items may be subject to an additional delivery charge, as indicated on the relevant page of the Website or as advised by us when the Order is placed.
- 5.4. If the rate of VAT changes between the date of your Order and the date we supply the Products, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 5.5. Eligible bodies such as registered charities may be subject to VAT exemption on certain Products. A written VAT exemption declaration must be submitted at the time of ordering to qualify for VAT exemption.
- 5.6. Payment for all Products and other sums which become payable under this clause 5 must be made in GBP in advance by credit or debit card (UK only), BACS or by cleared cheque unless otherwise agreed by us in writing.
- 5.7. If you do not make any payment due to us by the due date for payment, we may charge interest and compensation to you on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 5.8. Without limiting any other remedies or rights that we may have, if you do not pay us on time, we may cancel or suspend any Order (both the one to which the payment relate(s) and any other Order) until you have paid the outstanding amounts.

Credit accounts

- 5.9. Payment terms may be agreed with us at our discretion.
- 5.10. We reserve the right to request a non-refundable deposit in connection with the administration of the account. We will advise you of this should this term apply.
- 5.11. Where you have been expressly provided with an invoicing and payment term arrangement, unless agreed otherwise, we may invoice you for the Products on or around the date we have despatched the Products to you. You must pay the invoice in cleared monies within thirty (30) calendar days of the date of the invoice unless otherwise agreed by us in writing. You should allow 7 days for normal banking and postal delays when making payment.
- 5.12. If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to TTS, we shall be entitled to:

- a) cancel the Contract or suspend any further deliveries to you; and/or
- b) appropriate any payment made by you to such of the Products or Services (or any Products or Services supplied under any other contract between TTS and you) as we may think fit; and/or
- c) charge you interest on the amount unpaid as specified above, accruing daily.

5.13. Failure to comply with these Conditions may result in the withdrawal of credit account facilities and any sums outstanding will then become payable immediately.

5.14. In the event that the account is passed to a third party for collection of outstanding balances, TTS will claim reimbursement of all costs incurred in that collection from you. Periodic reviews will be carried out on credit account activity. Dormant credit accounts or credit accounts with continuous late payment may be closed. Credit accounts may only be reopened on a new application.

6. DELIVERY

6.1. The costs of delivery will be as displayed on our Website unless otherwise agreed between us in writing.

6.2. Dates for delivery of the Products are estimates only and are subject to change. We shall endeavour to meet any agreed delivery date(s) but shall not be liable for failure to meet such date(s).

6.3. If our supply of the Products is delayed by an event outside our control, such as a natural disaster, epidemic or pandemic, conflict or civil commotion, war, any law or any action taken by a government or public authority, any labour or trade dispute, or non-performance by suppliers or subcontractors, we will contact you as soon as possible to let you know and do what we reasonably can to reduce the delay. As long as we do this, we won't compensate you or be liable for the delay but, if the delay is (or is likely to be) substantial, you can contact our Customer Service Team: [TTS Support – Customer Services](#) to end the Contract for the relevant Order and receive a refund for any Products you have paid for, but not received, less reasonable costs we have already incurred.

6.4. Risk in the Products shall pass to you when the Products are delivered to, or collected by, you or your agent. We shall not be liable for damage to Products occurring after delivery to you or for damage occurring during carriage where you or your appointed carrier transports the Products.

6.5. We will deliver the Products to the address designated in the Order, or such other address as we agree, which will be confirmed on the Order acknowledgment. You should ensure that you are, or a trusted representative is, physically present at the time of delivery. We will presume that any person at any address you specify has the authority to receive the Order on your behalf. Where applicable we may share your details with an appointed third party for the purposes of fulfilling your delivery

6.6. Deliveries shall be made by us or our appointed third party to first point of entry, ground floor site. Please note this does not apply to pallet deliveries where you will be responsible for moving and unpacking the Products and disposing of the pallet.

6.7. Any discrepancies in Products you receive should be notified to our Customer Service Team: [TTS Support – Customer Services](#) within 14 days of delivery. Note that deliveries made directly by our suppliers may specify a shorter period in which to notify us of discrepancies.

6.8. If we are unable to deliver the whole of the Order at one time due to, for example, operational reasons or shortage of stock, we may deliver the Order in instalments. There will be no additional delivery charge for this unless we have expressly stated otherwise. Where we exercise our right to deliver the Order in instalments, the original Contract shall be deemed varied and divided into separate Contracts for each delivery instalment.

6.9. We may charge you additional sums if you don't give us information we've asked for or would reasonably need regarding your Order (for example about suitability of the delivery address to receive delivery vehicles or items, opening hours or availability of personnel to receive the order), if we cannot access the delivery location or if there is no-one available to accept the delivery, or if you don't do preparatory work for installation as agreed with us. For example, we might need to re-deliver on another occasion or with another vehicle or with extra manpower, or we may need to reschedule services.

International Delivery

6.10. Under regulations governing United Kingdom trade and by virtue of our agreements with suppliers, we require to be pre-notified of shipments outside the United Kingdom. You are required to obtain all necessary import, export and other licences at the time you place the Order. Delivery of Products is subject to all such authorisations being available at the time of delivery. We will not be liable for any failure to deliver Products owing to restrictions on the import or export of the Products.

6.11. Unless otherwise agreed between the Parties in writing, in accordance with Incoterms 2020, TTS' standard trading terms are FCA TTS Warehouse UK (similar to Ex Works Incoterms 2000). Risk in the Products will pass to you in accordance with the applicable delivery Incoterm. If you need clarification on when the Risk in the Products passes to you as the buyer, please contact us. Any other Incoterms must be agreed in writing. Please contact us if you require a quote for delivery.

6.12. Delivery lead times to international addresses and resellers may be longer than stated on our Website or other materials produced by us and will vary according to destination and mode of transport.

7. ORDER AMENDMENTS

We may, at our sole discretion, accept or reject any requests for amendments to Orders prior to dispatch.

8. CANCELLATION AND RETURNS

8.1. If you want to return a Product or cancel a service, you must contact our Customer Service Team: [TTS Support – Customer Services](#) to arrange the return no later than 14 days after (i) we deliver the Product or (ii) the day we confirm we have accepted your Order for a Service.

8.2. The right in clause 8.1 is subject to the following:

- a) If the Product is physical goods, you have to return it to us in accordance with any instructions given to you by us, within 14 days of you telling us you wish to return the Product;
- b) You must quote the return reference number given to you in documentation included in the return package. Any package returned without authorisation from our Customer Service Team may be rejected by us at our discretion;
- c) All Products must be unused and in their original boxes and packaging, including any manuals, software, accessories or free gifts supplied with the Products;
- d) Returns are at your own cost and delivery costs will not be refunded unless the return is owing to a fault in the Product or mistake made by us;
- e) You can't return the following unless owing to a fault in the Product;
 - i. Products that are made to your own specifications, are personalised or customised, made to order or configured to order;
 - ii. digital Products, after you have started to download or stream these;
 - iii. services, once these have been completed;

- iv. Products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them;
- v. sealed audio or sealed video recordings or sealed computer software (including compact disks), including licensed digital Products e.g. product keys once these products are unsealed after you receive them;
- vi. Products that are sanitary items or crockery items;
and/or
- vii. Products which become mixed inseparably with other items after their delivery.

8.3. In addition to any other delivery or handling charges we may charge, if you cancel or return any Product that was delivered to you directly by our suppliers, or any furniture or other any large item (as defined by us in our discretion) in accordance with clause 8.1, we will charge you a restocking fee of 20% of the Order value, plus the cost of the collection.

8.4. If we refund monies to you, we will usually refund you by the method of payment you used, for example, if you paid for the Products by Bank transfer, we will ask for your Bank details so we can refund you by Bank transfer. If you used vouchers to pay for the Products we may refund you in vouchers.

International and reseller cancelations / returns

8.5. Clause 8.1 above does not apply to our international or distributor customers. Instead, you may cancel the Order before dispatch of the Products. We shall be entitled to charge you a cancellation and restocking fee of up to, but not greater than, the total Order value, which we shall confirm to you shortly after the time of cancellation. Once the Products have been dispatched, the Order cannot be varied or cancelled.

Damage in transit

8.6. We will accept responsibility for damage or loss in transit only if:

- a) you report the damage or loss to us within fourteen (14) days of receipt of the Products;
- b) such loss or damage is noted on the consignment note or delivery document if direct delivery, upon receipt;
- c) the packaging of the damaged Product is retained for inspection; and
- d) the Products were handled by you in accordance with our, or the carrier's, conditions of carriage and/or handling stipulations.

8.7. Clause 8.6 does not affect the point that risk transfers from us to you in accordance with clause 6.4 or 6.11 above.

8.8. Where we accept responsibility under clause 8.6, we shall at our option replace, repair or refund any Products proved to our satisfaction to have been lost or damaged in transit.

Warranty returns

8.9. Warranty returns must be made under the warranty return provision in clause 9.

8.10. If having checked any Products returned under clause 8.9, we have found that they are not faulty, or the defect arose from one of the circumstances set out in clause 9.2 below, in addition to not refunding you the Order value, we may charge you a handling fee equivalent to 20% of the price that you originally paid for the Products or £10, whichever is the greater.

Error in personalised Goods

8.11. Please note that, in relation to personalised Goods, we cannot be responsible for: spelling, punctuation or grammatical errors made by you; inferior quality or low-resolution of uploaded images; design errors introduced by you in the document creation process; or errors in

user-selected options such as choice of finish, colour, quantity or product type. Please preview the designs carefully and correct any mistakes prior to placing the Orders. TTS does not proof documents created by its customers prior to processing.

9. WARRANTIES

9.1. Subject to clause 9.2, we warrant the Products to:

- 9.1.1. be free from material defects in design, material and workmanship at the point of sale; and
- 9.1.2. comply with all applicable statutory and regulatory requirements for selling the Products in the United Kingdom.

9.2. The warranty in clause 9.1 does not apply to any Product defect arising from:

- a) fair wear and tear;
- b) you, or any third party, not taking sufficient care concerning the Product;
- c) wilful damage or accident;
- d) improper use or installation;
- e) use of the Products outside the specifications, or specific application, detailed in any of our documentation (including on the Website) relating to the Products; or
- f) where the Products have been repaired or modified by persons not authorised by us.

9.3. Subject to clause 9.4, if any Products purchased from us are in breach of the warranty in clause 9.1, we may repair, replace or refund you for a period of up to a period of twelve (12) months from the date of delivery. Unless you specifically request a repair, replacement or refund, we will provide what we deem to be the most appropriate remedy in the circumstances.

9.4. To make a claim under this clause 9 warranty, you must:

- a) first contact our Customer Service Team: [TTS Support – Customer Services](#) to inform them of the defect within 12 months of the date of delivery of the relevant Product(s) to you;
- b) provide such additional information about the alleged defect (e.g. product photographs) as we reasonably request; and
- c) return the defective Product(s) to us complete with all components within the timeframe provided by us.

9.5. Any warranty claim under this clause 9 must be made within the 12-month period referred to in clause 9.4(a). Claims made outside of this period will not be valid.

9.6. The Products have been manufactured or developed by us or third parties to standard specifications. You accept that we are acting only as a supplier and that it is your responsibility to verify that the Products will be suitable for your own requirements.

9.7. Without prejudice to your statutory rights, and except as set out in these Conditions, all warranties, conditions, guarantees or representations as to description, merchantability or fitness for a particular purpose, or other warranties, conditions, guarantees or representations, whether express, implied by statute or otherwise, oral or in writing, are expressly excluded.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. We (and/or our licensors where relevant) shall retain all rights, title and interest in any intellectual property rights in the Products supplied to you under the Order or created in the course of providing the Products.

10.2. You shall promptly inform us of any claim threatened or brought against you concerning any Product and infringement of third party intellectual property rights (an “**IP Claim**”) and you shall provide the such documents, information and assistance as you can in relation to any such claim.

- 10.3. Where we are aware of an IP Claim against you, we may at our sole discretion:
- a) defend such action at our expense and pay the costs and damages awarded, provided that we shall have sole control of the defence of any such action and all negotiations for its settlement or compromise; and/or
 - b) at our option and expense, either procure for you the right to continue using the Products, replace or modify the same so that it / they become non-infringing, or grant you a credit for the Products as depreciated and accept the return of the Products.
- 10.4. We shall have no liability concerning an IP Claim where such arises from:
- a) use of the Products in combination with equipment or software not supplied by us; or
 - b) any modification of the Products; or
 - c) content, designs, specifications or software supplied by or on behalf of you.
- 10.5. This clause 10 sets out your sole and exclusive remedies concerning a third party IP Claim against you.

Customised items and personalised Goods

- 10.6 Please note that we reserve the right to brand personalised Goods with any TTS logo.
- 10.7 In using the image upload facility on the Website for personalised Goods, you agree not to upload or print any images that will be illegal or unlawful or cause distress or offence to any person. We reserve the right (but shall have no obligation) to refuse to process any Order that may be illegal or unlawful or cause offence or distress to others; in such a case we will refund any payment made.
- 10.8 It is your responsibility to ensure that express permission for any images you use have been granted by the owner of any image. In addition, you confirm you have received the consent of any relevant person for the use of the image (if relevant), which includes consent from the parent or guardian of any children in the image. You warrant that any photo / image / design uploaded does not infringe upon any rights of any third party, including but not limited to copyright or trademark and/or any rights in order to process personal data (as defined relevant data protection legislation), and that you have all required rights or permissions necessary to incorporate third party material into the Goods. You: (a) warrant that you have sufficient rights; and (b) grant us the right, to copy, modify and create derivative works from any uploaded content (i.e., content you have uploaded) for the purpose of fulfilling the Order.
- 10.9 You will hold TTS harmless against any expense, judgment or loss for the infringement of any patents, copyrights or trademarks which results from our compliance with your designs, specifications or instructions.
- 10.10 You agree that you shall indemnify and defend us and our directors, officers and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to: (i) your breach of these Conditions; or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporate into the Goods.

11. DATA PROTECTION

- 11.1. We will only collect and process your personal data when we have a legal basis for processing the same, in accordance with the relevant data protection legislation.
- 11.2. Our Privacy Notice [Privacy Notice](#) sets out how we and our group companies collect, share and use your personal data. It also contains information about how you can exercise your data protection rights and contact us should you have any questions.

12. ANTI-BRIBERY

You shall ensure that you and, where applicable, all of your employees, agents, sub-contractors and any other party performing your obligations or exercising your rights under or in connection with these Conditions and/or any other agreement that you may have with us, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by us, provide evidence of the measures, steps and processes that you take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

13. DISPOSAL OF WASTE ELECTRICAL EQUIPMENT

13.1. You are responsible under Regulation 9 of the Waste Electrical and Electronic Equipment Regulations 2013 (the "WEEE Regulations") for the costs of collection, treatment, recovery, recycling and environmentally sound disposal of any equipment supplied under the Order that has become waste electrical and electronic equipment ("WEEE"). We and you acknowledge that, for the purposes of Regulation 9, this clause 13 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.

13.2. You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations. You shall indemnify us and hold us harmless against any claims or legal proceedings that are brought or threatened against Us by a third party which would not have been caused or made had you fulfilled your express or implied obligations under this clause or in connection with the WEEE Regulations. We will notify you of any such claims or proceedings and keep you informed as to the progress of such claims or proceedings.

14. LIMITATION OF LIABILITY

14.1. Nothing in the Contract excludes our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
- d) for any other matter in respect of which law prescribes that liability may not be excluded or limited.

14.2. We shall not in any circumstances be liable, whether in contract, tort (including negligence), for breach of statutory duty, for misrepresentation (whether innocent or negligent) or otherwise for, whether direct or indirect:

- a) loss of profits;
- b) loss of business;
- c) depletion of goodwill or similar losses;
- d) loss of anticipated savings;
- e) loss of use; or
- f) any special, indirect or consequential losses

14.3. Subject to clause 14.1, our total liability to you in respect of all losses arising under or in connection with the Order and the Contract, whether in contract, tort (including negligence), for breach of statutory duty, for misrepresentation (whether innocent or negligent) or otherwise shall in no circumstances exceed the price paid by you for Products under the relevant Order.

14.4. You agree that we will not be liable for any loss arising out of the provision of Products or services by any company, organisation or person other than TTS or for any loss caused by your failure to perform your obligations in relation to the Order.

15. MISCELLANEOUS

- 15.1. We reserve the right to amend these Conditions from time to time without notice by updating the same on the Website. Copies of our conditions are available on request.
- 15.2. Without prejudice to clause 6.3, we shall not be liable to you for any delay in or failure to perform our obligations hereunder provided that such a failure is due to causes beyond our reasonable control, including without limitation pandemics, strikes, lockouts or other industrial action by workers, employers, trade disputes, accidents on land or sea, government interference, war or hostilities, riot or civil commotion, earthquake, flood, fire or other natural physical disaster, Government action or legislation.
- 15.3. Failure by either party to exercise or delay in exercising any of its rights under these Conditions shall not constitute or be deemed to be a waiver of either party's rights hereunder nor prejudice our or your rights to take subsequent action.
- 15.4. Any notice required to be given under these Conditions shall be in writing and shall be sent to your address as set out in the Order (for notices to be sent by us to you) or to our registered office as provided in the Definitions clause above.
- 15.5. Nothing in these Conditions shall make either party the agent or partner of the other or give either party the power to bind the other.
- 15.6. Nothing in these Conditions shall confer on any third party any right or benefit under the provisions of the Contracts (Rights of Third Parties) Act 1999.
- 15.7. You agree to maintain in confidence and not disclose, reproduce or copy any materials, documentation or specifications which are provided to you hereunder. You shall be responsible for ensuring that your employees, agents, sub-contractors and any other party performing your obligations or exercising your rights under or in connection with these Conditions and/or any other agreement that you may have with us are bound by the same obligations and that such obligations survive beyond any termination or expiry of the Contract.
- 15.8. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 15.9. We reserve the right to sub-contract any of our rights and obligations under the Contract.
- 15.10. You confirm that you have authority to bind any business (including school / nursery / after school club) on whose behalf you place an Order for any Products.
- 15.11. These Conditions, together with the Order, constitute the entire agreement and understanding between you and us relating to the Order. These Conditions supersede and cancel all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. All terms implied by law, custom or practice are hereby expressly excluded. Each of the parties acknowledges and agrees that in entering into any Order it has not relied on (or has been induced to enter into any Order by) any statement, representation, warranty or understanding made prior thereto. Nothing in this clause excludes any liability for fraudulent misrepresentation.

16. GOVERNING LAW AND JURISDICTION

- 16.1. These Conditions and any Contract entered into pursuant to them, shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English Courts.

17. PRICE AND PROMOTION TERMS

Discounts and Discount Codes

17.1. We may from time to time, offer promotions and discounts. These will be detailed on our Website or in marketing material.

Price Match Promise

17.2. Details of our Price Match Promise are provided on our Website [Price Match Promise](#).