

TTS Terms and Conditions of Sale (effective from June 2022)

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

If you are a reseller of the Goods, these Conditions apply, together with the TTS Terms and Conditions for Resellers (available at www.tts-group.co.uk or copy available on request).

1. DEFINITIONS

1.1 The following definitions apply to these Conditions:

"Business"	means any customer (typically an educational establishment) other than a Consumer;
"Conditions"	these terms and conditions, together with, if you are a reseller, the TTS Terms and Conditions for Resellers;
"Consumer"	means you are purchasing as an individual and not on behalf of a business, acting for purposes wholly or mainly outside your trade, business, craft or profession;
"Goods"	means the products or services we are selling to you as set out in the Order;
"Order"	means your order for the Goods;
"Site"	means www.tts-group.co.uk ;
"TTS" or "our" or "us" or "we"	means RM Educational Resources Limited, trading as TTS of 142B Park Drive, Milton Park, Milton, Abingdon, Oxfordshire, OX14 4SE; and
"you"	means the person, company, organisation or other entity entering into the Order for the Goods.

1.2 Written / writing includes email.

1.3 Headings do not affect the interpretation of these Conditions.

2. BASIS OF SALE

These Conditions will apply to any Order for Goods placed by you and to the contract between us for the sale of such Goods to you.

3. FORMATION OF ORDER AND ACCEPTANCE

3.1 You may place an Order:

- 3.1.1 if it is made on an official TTS order form; or
- 3.1.2 online through the ordering process on the Site (note this option may not be available for resellers and / or international customers); or
- 3.1.3 in such form of written memorandum as you and TTS may find acceptable; or
- 3.1.4 by telephone (note this option may not be available for resellers and / or international customers); or
- 3.1.5 if you are an international customer, by using the online quoting tool. Once you have submitted your request for a quotation, TTS' customer services team will calculate the costs of carriage. We will either email or telephone you to confirm the revised price. Upon your acceptance either via email or over the telephone, the Order will become binding.

3.2 After you place the Order, you should receive an email from us acknowledging that we have received the Order. Where 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. If we do not hold an email address for you, we will send the Order acknowledgment by either fax or post. This is when the contract is made between us.

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

- 3.4 Please note that certain goods and promotions are only available in mainland United Kingdom and, as such, may be unavailable in the region or country from which you are accessing the Site and / or published materials.

4. DESCRIPTION OF GOODS

- 4.1 Any samples, drawings, descriptions or illustrations contained in our published materials (including on the Site), are issued or published solely to provide you with an approximate idea of the Goods they describe: they do not form part of the contract between you and us for the sale of the Goods and are subject to correction without any liability on the part of TTS. We may make minor changes, which do not materially affect the performance of the Goods, to the specification of the Goods at any time and without notice.
- 4.2 The images of the Goods shown in the electronic or printed catalogue are for illustrative purposes only. Variations in the colour due to photography, publishing or your computer's display can occur. You acknowledge that the Order (including for personalised products) is placed at your own risk if, for example, the colour, shade representation, dimensions or texture of the Goods differs from the image in the published materials.
- 4.3 If we discover an error in the price of the Goods you have Ordered (e.g. incorrect price displayed in one of our catalogues, online or in any other materials or media), we will contact you to inform you of this error and we will give you the option of continuing to purchase the Goods at the correct price or cancelling the Order. Please note that we do not have to provide the Goods to you at the incorrect (lower) price.
- 4.4 Please always read labels, warnings and directions provided with the Goods before use.

5. TITLE RETENTION

- 5.1 Title in the Goods shall not pass to you until both: (i) payment is received by us for the Goods; and (ii) no other amounts are outstanding from you to us in respect of any other goods supplied by us to you.
- 5.2 We can recover any Goods in respect of which ownership has not passed to you in accordance with clause 5.1 above at any time. You agree to, immediately following written request from us, allow us access to the Goods (and to such premises as are required to access the Goods) in order to facilitate such recovery.

6. PRICE AND PAYMENT

- 6.1 All prices are quoted in British pound sterling (£ GBP), unless otherwise agreed in writing, and are:
- 6.1.1 exclusive of VAT or applicable tax, which will be added to the total amount due;
 - 6.1.2 exclusive of any applicable bank charges, which will be added to the total amount due;
 - 6.1.3 exclusive of delivery charges:
 - (a) for deliveries in the UK, a standard delivery charge of £3.95 (excluding VAT) will be added to each Order. Online Orders totalling £100 (excluding VAT) or more shall qualify for free standard delivery. Where available, use of any delivery service other than our standard delivery service will incur additional charges;
 - (b) for all other Orders and international destinations, delivery charges (including but not limited to carriage, freight and insurance) will vary by destination and the delivery service required. We may invoice you for delivery charges on a separate invoice to the Goods; and
 - 6.1.4 for international destinations, unless otherwise agreed in writing between the parties in accordance with Incoterms 2010, exclusive of any applicable import duties and taxes, which are levied once the Goods 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.

- 6.2 Eligible bodies such as registered charities may be subject to VAT exemption on Goods. A written VAT exemption declaration must be submitted at the time of ordering to qualify for VAT exemption.
- 6.3 If you do not have credit terms with us, payment for all Goods, or certain other sums which become payable under clause 6.1, must be made in advance by credit or debit card (UK only), BACS or by cleared Sterling cheque.
- 6.4 If you have credit terms with us, we may invoice you for the Goods on or around the date we have despatched the Goods to you. You must pay the invoice in cleared monies within thirty (30) calendar days of the date of the invoice.
- 6.5 If you do not make any payment due to us by the due date for payment (as set out in clauses 6.3 and 6.4), 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.
- 6.6 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.

7. DELIVERY

- 7.1 All prices exclude delivery charges as described in clause 6.1.3 above.
- 7.2 Subject to clause 7.8 below, risk in the Goods shall pass to you when the Goods are delivered to, or collected by, you or your agent.
- 7.3 Dates for delivery of the Goods are estimates only and are subject to our availability schedule. We shall make every reasonable effort to meet any delivery date(s) acknowledged but shall not be liable for failure to meet such date(s).
- 7.4 We will deliver the Goods to the designated address in the Order, or such other address as we both 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.
- 7.5 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 cost for this. Where TTS exercises its right to deliver the Order in instalments, the original contract shall be deemed varied and divided into separate contracts for each instalment.
- 7.6 Deliveries shall be made by us or an appointed third party to the delivery premises. Where you request delivery to be made to a location within the delivery premises, you shall advise us accordingly at the time of placing the Order for which there may be an additional charge. We do not guarantee that we will be able to accommodate your delivery request. However, should we be able to, you agree to procure all access and relevant facilities (e.g. use of a lift).

International Delivery

- 7.7 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 licences at the time you place the Order. Delivery of Goods is subject to all such authorisations being available at the time of delivery.
- 7.8 In accordance with Incoterms 2010, TTS' standard trading terms are FCA TTS Warehouse UK (similar to Ex Works Incoterms 2000). If you need clarification on when the risk 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.

- 7.9 Delivery lead times to international addresses will vary according to destination and mode of transport. If delays occur for any reason we will make every effort to keep you informed.

8. ORDER AMENDMENTS

TTS may, at its sole discretion, accept or reject any requests for amendments to Orders prior to despatch.

9. CANCELLATION AND RETURNS

- 9.1 If you are a Consumer, you have a legal right to cancel the Order and request the return of the Goods under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 up to fourteen (14) days after the day on which you receive the Goods. This means that, during the relevant period, if you change your mind or decide for any other reason that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the Order (our details can be found on the 'contact us' section on the Site) and receive a refund for the price you have paid for the Goods, together with the original delivery charges (if applicable). This cancellation right does not apply in the case of non-returnable Goods as set out in clause 9.6 below.

We also provide the above fourteen (14) day cancellation right to our UK Business customers (excluding resellers).

- 9.2 If you cancel the Order in accordance with clause 9.1, you must contact our customer services team no later than fourteen (14) days from delivery of the Goods for us to agree to arrange return of the Goods. All Goods must be unused and in their original boxes and packaging, including any manuals, software or accessories supplied with the Goods. You should send the Goods back by following the instructions given to you no later than fourteen (14) days from the day on which you communicated your cancellation to us.
- 9.3 If you are a UK Business customer and you cancel a large / furniture item (as defined by TTS at its discretion) in accordance with clause 9.1 above, we will charge you a restocking fee of 20% of the Order value, plus the cost of the collection.
- 9.4 Clauses 9.1, 9.2 and 9.3 above do not apply to our resellers or our international customers. Instead, you may cancel the Order before despatch of the Goods. 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 Goods have been despatched, the Order cannot be varied or cancelled.
- 9.5 If we will refund monies to you, we will usually refund you by the method of payment you used, for example, if you paid for the Goods 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 Goods we may refund you in vouchers.

Non-returnable Goods

- 9.6 Returns of the Goods will not be accepted in the following circumstances:

- 9.6.1 the Goods were made to your own specification, personalised or customised, or configured to order;
- 9.6.2 audio or video recordings that have been unsealed; or
- 9.6.3 open packaged software or pre-loaded / downloaded software licences.

Damage in transit

- 9.7 We will accept responsibility for damage, storage or loss in transit only if:

- 9.7.1 you report the damage or loss within fourteen (14) days of receipt of the Goods. Failure to notify us within fourteen (14) days of receipt will invalidate any claim with regard to the Goods;
- 9.7.2 such loss or damage is noted on the consignment note or delivery document upon receipt;
- 9.7.3 the packaging of the damaged item is retained for inspection; and
- 9.7.4 the Goods are handled by you in accordance with our, or the carrier's, conditions of carriage or handling stipulations.

Note this clause 9.7 does not affect the point risk transfers from us to you in accordance with clauses 7.1 or 7.7 above.

- 9.8 Where we accept responsibility under clause 9.7, we shall at our option replace, repair or refund any Goods proved to our satisfaction to have been lost or damaged in transit.

Errors in personalised Goods

- 9.9 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, quantity or product type. Please preview the designs carefully and correct any mistakes prior to placing the Order. **TTS does not proof documents created by its customers prior to processing.**

Warranty returns

- 9.10 Warranty returns can be made under the warranty return provision in clause 10.
- 9.11 If having checked any Goods returned under clause 9.10, we have found that they are not faulty, or the defect arose from one of the circumstances set out in clause 10.3 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 Goods or £10, whichever is the greater.

10. WARRANTIES

- 10.1 TTS warrants the Goods to:
 - 10.1.1 be free from material defects in design, material and workmanship;
 - 10.1.2 comply with all applicable statutory and regulatory requirements for selling the Goods in the United Kingdom; and
 - 10.1.3 in relation to services only, be performed with reasonable care and skill.
- 10.2 When you purchase Goods from us, if something goes wrong with the Goods, you should always contact us and we will do whatever we can to help. We may repair, replace or refund you for any Goods that have a material default at the point of sale, and up to a period of twelve (12) months from the date of delivery, provided the faulty Goods are returned complete with all components. Unless you specifically request a repair, replacement or refund, TTS will suggest the most applicable in the circumstances. However, this warranty does not apply in the circumstances described in clause 10.3.
- 10.3 The warranty in clause 10.2 does not apply to any defect in the Goods arising from:
 - 10.3.1 fair wear and tear;
 - 10.3.2 you, or any third party, not taking sufficient care, wilful damage or accident;
 - 10.3.3 improper use or installation;
 - 10.3.4 use of the Goods outside the specifications, or specific application, detailed in any TTS documentation (including on any website, etc) relating to the Goods; or
 - 10.3.5 where the Goods have been repaired or modified by persons not authorised by TTS.

- 10.4 The Goods 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 Goods will be suitable for your own requirements.
- 10.5 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.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 If notified promptly in writing of any action brought against you, based on a claim that your use of the Goods infringes a United Kingdom patent or copyright, we will 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. We will not have any liability to you under any provision of this clause if the infringement or claim thereof is based upon:
- 11.1.1 use of the Goods in combination with equipment or software not supplied by us; or
 - 11.1.2 any unauthorised modification of the Goods; or
 - 11.1.3 content, designs, specifications or software supplied by or on behalf of you.
- 11.2 If the indemnity in clause 11.1 applies, we shall, at our option and expense, either procure for you the right to continue using the Goods, replace or modify the same so that it / they become non-infringing, or grant you a credit for the Goods as depreciated and accept the return of the Goods. The options in this clause set out your sole and exclusive remedy for our infringement of intellectual property rights.
- 11.3 TTS (and/or its licensors) shall retain all rights, title and interest in any intellectual property rights in the Goods supplied to you under the Order or created in the course of providing the Goods.

Customised items and personalised Goods

- 11.4 Please note that we reserve the right to brand personalised Goods with any TTS logo.
- 11.5 In using the image upload facility on the Site 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.
- 11.6 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 Data (as defined in clause 12.1), 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.
- 11.7 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.
- 11.8 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.

12. DATA PROTECTION

- 12.1 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.
- 12.2 Our [Privacy Policy](#) 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.

13. ANTI-BRIBERY

You shall ensure that you and, if 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.

14. DISPOSAL OF WASTE ELECTRICAL EQUIPMENT

- 14.1 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"). TTS and you acknowledge that, for the purposes of Regulation 9, this clause 14 is an agreement stipulating other financing arrangements for the collection, treatment, recovery, recycling and environmentally sound disposal of WEEE.
- 14.2 You are responsible for any information recording or reporting obligations imposed by the WEEE Regulations. You shall indemnify and hold harmless TTS against any claims or legal proceedings that are brought or threatened against TTS 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.

15. MISCELLANEOUS

- 15.1 We reserve the right to amend these Conditions from time to time without notice by updating the same on the Site.
- 15.2 Neither party shall be liable to the other for any delay in or failure to perform its obligations hereunder (other than a payment of money) provided that such a failure is due to causes beyond its reasonable control, including without limitation, 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 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 the address of the customer / reseller set out in the Order (for notices to be sent to you) or the

registered office of TTS (for notices sent to us). Any notices sent to TTS via email will only be valid if they are sent to: companysecretary@tts-group.co.uk.

- 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 enure beyond any termination of employment with you.

16. ADDITIONAL TERMS FOR CONSUMERS

In addition to clauses 1 – 15 and 18, if you are a Consumer, the following terms apply:

Limitation of Liability

- 16.1 If we fail to comply with these Conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Conditions or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into the contract relating to the relevant Order.
- 16.2 Where digital content supplied by TTS is proven to have caused damage to your device or other digital content, TTS may choose to either repair the device or digital content, or offer you compensation. Any compensation shall: (a) be reasonable in all the circumstances; and (b) only be payable where the damage would not have occurred if TTS had exercised reasonable care and skill.
- 16.3 Where you are a Consumer, we only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 16.4 We do not in any way exclude or limit our liability for:
 - 16.4.1 death or personal injury caused by our negligence;
 - 16.4.2 fraud or fraudulent misrepresentation;
 - 16.4.3 any breach of the terms of sections 9 – 17 of The Consumer Rights Act 2015;
 - 16.4.4 any breach of the terms of sections 34 – 37 and section 41 of The Consumer Rights Act 2015 (relating to digital content) where the Consumer has purchased the digital content. Where TTS has provided the digital content free of charge, sections 34 – 37 and section 41 of The Consumer Rights Act 2015 are expressly excluded; and
 - 16.4.5 any breach of the terms of sections 49 - 52 of The Consumer Rights Act 2015.

17. ADDITIONAL TERMS FOR BUSINESSES

In addition to clauses 1 – 15 and 18, if you are a Business, the following terms apply:

Limitation of Liability

- 17.1 Nothing in the Order excludes our liability for:
 - 17.1.1 death or personal injury caused by our negligence;
 - 17.1.2 fraud or fraudulent misrepresentation;

- 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
 - 17.1.4 defective products under Part I of the Consumer Protection Act 1987; or
 - 17.1.5 for any other matter in respect of which law prescribes that liability may not be excluded or limited.
- 17.2 We shall not in any circumstances be liable, whether in contract, tort (being a form of civil wrong) (including for negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for:
- 17.2.1 loss of profits; or
 - 17.2.2 loss of business; or
 - 17.2.3 depletion of goodwill or similar losses; or
 - 17.2.4 loss of anticipated savings; or
 - 17.2.5 loss of goods; or
 - 17.2.6 loss of use; or
 - 17.2.7 any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
- 17.3 Subject to clause 17.1, our total liability to you in respect of all losses arising under or in connection with the Order, whether in contract, tort (including negligence), breach of statutory duty, including damage to tangible property, shall in no circumstances exceed the price paid by you for the Goods.
- 17.4 You agree that we will not be liable for any loss arising out of the provision of Goods 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.

Authority

- 17.5 You confirm that you have authority to bind any business (including school / nursery / after school club) on whose behalf you Order any Goods.

Entire Agreement

- 17.6 These Conditions, together with any contract documents TTS provides you, constitute the entire agreement and understanding between the parties relating to the subject matter. These Conditions supersede and cancel all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. 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 to these Conditions. Nothing in this clause excludes any liability for fraudulent misrepresentation.

18. GOVERNING LAW AND JURISDICTION

These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English Courts.