

Hogrefe Ltd – Terms of Business

The following are the Terms of Business for customers wishing to purchase products or services from Hogrefe Ltd. If you have any questions, please contact our Customer Support Team on +44 (0)1865 402900.

1 Definitions

The following meanings apply in these Terms of Business:

“**Customer**” is any organisation or person purchasing Hogrefe products or services or the registered user of Hogrefe products and services;

“**Products**” means test and training materials in printed, electronic, online, or any other form;

“**Standards**” means Hogrefe guidelines for ethical use of Tests and Questionnaires;

“**Authorised User**” means a person who has successfully completed a Hogrefe training course or workshop, or other training which gives them the expertise to administer Hogrefe Products, and who has registered with Hogrefe;

“**Bureau Service**” means a service whereby Hogrefe may administer Products and provide scoring information;

“**Trademarks and Copyright**” means all trademarked and copyrighted material, whether registered or unregistered, used by Hogrefe in the course of business.

2 Supply of the Product

2.1 Purchases of Products must be made by or on behalf of an identifiable Authorised User who is qualified to use the Product and has registered with Hogrefe.

2.2 Products must be used in compliance with the best practice promoted by Hogrefe, the British Psychological Society and other professional bodies. Hogrefe reserve the right to decline to supply Product if the Customer fails or refuses to comply with best practice requirements for administering Products.

2.3 Where a Customer is based outside of the UK, the Customer will need to demonstrate that they are authorised to use Products or that they have the necessary experience and professional standing.

2.4 The pricing and specification of Hogrefe Products and services is correct at the time of publication in Hogrefe’s price lists, data sheets, catalogues, web sites or other relevant publications. Hogrefe reserves the right to change the prices of materials and services or withdraw Products without notice.

3 Ordering Materials

3.1 Customer orders received for Products and services will be processed on the basis that the Customer is purchasing Products and services subject to these Terms of Business.

3.2 Hogrefe will accept orders by the following means: Purchase Order, Email, Fax, Letter of Instruction. Customer should supply delivery requirements and shipping address with their order. When Hogrefe accept a telephone order, an official Purchase Order or written instruction is required as confirmation, preferably sent the same day and clearly marked “Confirmation of telephone order” to Customer Support by fax on +44 (0) 1865 402888 or by first class mail. If orders have a time-sensitive delivery requirement this should be requested on the order with contact details of the person to communicate with regarding shipping requirements.

3.3 When ordering Products that require an approved level of competence in administration of the Products the Customer must provide Hogrefe with the Authorised User name and details.

3.4 When a Customer orders Products that include computer software, online delivery, or other electronic or digital components, the Customer accepts that it is only entitled to use this in accordance with any applicable software licence, whether this is Hogrefe software or third party software. The Customer agrees to be bound by the terms of any software licence that relates to the supply of Product.

3.5 Hogrefe accepts orders from Customers and Customers place orders with Hogrefe on the strict understanding that Products supplied by Hogrefe must not be copied in any form. Any form of unauthorised copying is in breach of these Terms of Business.

4 Shipping and Despatch of Orders

4.1 Hogrefe normally despatches orders received for stock item Products within one working day of receipt of order. For orders with a time sensitive delivery requirement the Customer will communicate with the Hogrefe Customer Support Team over delivery arrangements.

4.2 Standard delivery charges to cover shipping and packaging will apply to all Products other than those delivered in electronic format.

4.3 Hogrefe where applicable will charge VAT or any other relevant tax on Products or services supplied in accordance with the appropriate legislative requirements and at the appropriate rate in force at time of shipment of materials.

5 Payment

5.1 For Customers with approved credit accounts payment terms will normally be 30 days from the date of the invoice, providing the Customer is within their approved credit limit and payment terms are up to date.

5.2 If a Customer does not have a credit account with Hogrefe, all orders must be paid for in full prior to shipment. Customers may request a pro-forma invoice. Hogrefe will issue a pro-forma invoice in compliance with such request. Full payment is required against pro-forma invoice prior to shipment of materials. Hogrefe will also accept payment by credit or charge card.

5.3 It is a condition of these Terms of Business that ownership of Product materials does not transfer to the Customer until payment has been received by Hogrefe in full. Failure to pay for Product materials in full may lead to Hogrefe repossessing materials that have not been paid for.

6 Returns and Claims

6.1 Claims for damage or non-delivery of materials should be made in writing to the Hogrefe Customer Support Team quoting invoice number and order details within the following timescales:

- a) Within 3 days of receipt of materials in respect of damage or order discrepancies.
- b) Within 7 days of despatch in respect of non-delivery.
- c) Within 14 days of despatch for defective materials.

Hogrefe's liability is limited at Hogrefe's option to either replacement of materials or refund of the price of the materials.

6.2 Hogrefe will not accept materials for return without prior notification. A Customer wishing to return materials should contact our Customer Support Team with an explanation of why they wish to return materials and authorisation is to be obtained within two weeks of despatch. Hogrefe charges a restocking fee of 10% of the value of materials purchased; shipping charges for the return of materials are the responsibility of the Customer. Customers must return materials for arrival at Hogrefe within two weeks of return authorisation being given.

6.3 No refund will be given if materials returned are received in a damaged or unsalable condition. Hogrefe recommends that Customers return goods by a traceable route with proof of delivery to avoid possible dispute.

7 Customer Obligations

The Customer represents warrants and undertakes that:

7.1 They will ensure that only Authorised Users trained in the Administration of supplied Products will be allowed to administer Products and that they will adhere to best practice guidelines.

7.2 The Customer shall not, and shall ensure that the Authorised User shall not, licence, exchange, lend, give or otherwise dispose of Products to third parties or act as agent, distribution channel or stockist of the Products, other than providing them to individuals in order for those persons to be assessed under the Authorised User's supervision.

8 Intellectual Property and Copyright

8.1 All Products and materials supplied by Hogrefe are protected by intellectual property rights including trademarks, copyright, patents and design rights. Reproduction of these Products in whole or in part, in any form, or their storage in a database or computer software system by any process whatsoever is prohibited except where expressly permitted by law or by licence.

8.2 The Customer may not reproduce, copy, alter, vary or change the Products in any way.

Hogrefe is obliged by their agreements with authors and third party companies to take immediate remedy including legal action against anyone who infringes the copyright of Hogrefe or their authors.

8.3 The Customer agrees that the Trademarks and Copyright of materials are the property of Hogrefe, their authors, or third party companies that Hogrefe acts on behalf of. The Customer accepts and agrees that use of these Trademarks will at all times be in keeping with these Terms of Business and the Customer will act to maintain their reputation and professional standing. As part of these Terms of Business the Customer and Authorised User agree to ensure that no Trademark and Copyright infringements including but not limited to copying, reproducing, varying, and adapting materials will occur within their organisation or business. This applies to paper materials, electronic materials, and any other materials in any type or format which may form part of Hogrefe Products and to the Hogrefe website and all information and materials contained within the website.

9 Bureau Service

Hogrefe offer a Bureau Service to their Customers whereby Hogrefe will administer Products on the Customer's behalf to the test taker, provide a written report in either paper or electronic form, and provide telephone feedback overview to the Customer of the results.

9.1 Hogrefe will take all reasonable actions to ensure the reports and feedback are accurate; however, Hogrefe make no warranty in this regard.

9.2 Timescale for delivery of reports and telephone feedback are subject to prior agreement.

9.3 The Customer will indemnify Hogrefe with respect to any claim made against Hogrefe, their authors, principals or business partners.

10 Liability

Hogrefe's liability resulting from provision of Products and services will not exceed the price of the Products purchased by the Customer. Hogrefe will not be responsible for indirect or consequential loss, or any legal action or claims that may be pursued against our Customer or Authorised User by a third party.

11 Variation

11.1 Hogrefe will only supply Products and services in accordance with these Terms of Business.

11.2 No variation to these Terms of Business is permitted unless in writing and signed by a director of Hogrefe Ltd. or their designated signatory.

12 Company Registration and Registered Office

Hogrefe Ltd. is a company registered in England and Wales (company number 488331) with its Registered Office at Burgner House, 4630 Kingsgate, Oxford Business Park South, Oxford OX4 2SU (Tel. +44 (0) 1865 402900, Fax +44 (0) 1865 402888).

13 Governing Law

These Terms of Business are governed exclusively by English law and are subject to the jurisdiction of English courts.