

CONSUMER TERMS AND CONDITIONS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which we supply products to individual consumers, whether these are goods or digital content. For terms and conditions for supply of goods to businesses, including schools, please see here: <https://www.hachetteukdistribution.co.uk/terms-conditions/>.

1.2 Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are Hodder & Stoughton Limited (for the Hodder Education division) a company registered in England and Wales. Our company registration number is 00651692 and our registered office is at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ. Our registered VAT number is 20550530.

2.2 How to contact us. For general queries and queries about goods, you can contact us by telephoning 01235 827 720 (secondary) 01235 400555 (primary) or by email at education@bookpoint.co.uk / primary@bookpoint.co.uk. For queries about digital content, you can contact us at our technical support centre <https://help.hoddereducation.co.uk/hc/en-gb/requests/new>. Alternatively, you can write to us at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we despatch the product to you, or make the digital product available for you to download or access. At this point a contract will come into existence between you and us.

3.2 Licensing of Digital Content. If you place an order for digital content and we accept that order we will license to you the non-exclusive right to download and view a copy of the digital content for your personal, non-commercial use only. Any other use of digital content is strictly prohibited. You may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the content of any digital content, in whole or in part.

3.3 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product or will refund you. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.4 Your order number. We will send you an email to confirm receipt of your order. This email will contain your order number. It will help us if you can tell us the order number whenever you contact us about your order.

3.5 Territories. You can buy our products from most countries throughout the world. If we are unable to accept your order or deliver to your required delivery address we will tell you and will not charge you for the product. There may be additional import or customs charges in some territories. These are outside our control and must be borne by you.

4. OUR PRODUCTS

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.

4.2 Product packaging may vary. The packaging or cover of the product may vary from that shown in images on our website.

5. OUR RIGHTS TO MAKE CHANGES

5.1 Minor changes to the products. We may change the product:

(a) to reflect changes in relevant laws and regulatory requirements; and

(b) to implement technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

5.2 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. PROVIDING THE PRODUCTS

6.1 Delivery costs. The costs of delivery will be as displayed to you on our website.

6.2 When we will provide the products.

(a) If the products are goods. If the products are goods we will deliver them within a reasonable period of time. If you have pre-ordered goods the date they are available will be displayed on our website and your order will be despatched within a reasonable time of that date.

(b) If the product is a one-off licence of digital content. We will make the digital content available for download by you as soon as we accept your order. If you have pre-ordered digital content the date it is available will be displayed on our website and the digital content will be available for you to download after that date.

(c) If the products are a subscription to receive goods or digital content. We will supply the goods or digital content to you until either the subscription ends or expires (if applicable) or you end the contract as described in Clause 7 or we end the contract by written notice to you as described in Clause 9.

6.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

6.4 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us.

6.5 When you own goods. You own a product once we have received payment in full.

7. YOUR RIGHTS TO END THE CONTRACT

7.1 Ending your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see Clause 10;

(b) If you have just changed your mind about the product, see Clause 7.3. You may be able to get a refund if you are within

the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods; or

(c) If you want to end the contract because of something we have done or have told you we are going to do, see Clause 7.2.

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (c) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(b) there is a risk that supply of the products may be significantly delayed because of events outside our control; or

(c) you have a legal right to end the contract because of something we have done wrong.

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

(a) digital products after you have started to download or stream or access these;

(b) sealed book, audio or video recordings or sealed computer software, once these products are unsealed after you receive them; and

(c) products which have been made to your specifications or are personalised.

7.5 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered.

(a) Have you licensed digital content for download or streaming or taken out a subscription to access the content (for example, an audio file or eTextbook)? if so, you have 14 days after the day we email you to confirm we accept your order or subscription, or, if earlier, until you start downloading, streaming or accessing the content. If we delivered the digital content to you immediately or you access it immediately, and you agreed to this when ordering or taking out a subscription, you will not have a right to change your mind.

(b) Have you bought goods (for example, a print book or magazine)?, if so you have 14 days after the day you (or someone you nominate) receives the goods, **unless**:

(i) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

(ii) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.

8. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. For goods, call 01235 827 720 (secondary)/01235 400555 (primary) or by email at education@bookpoint.co.uk/primary@bookpoint.co.uk. For digital products, visit <https://help.hoddereducation.co.uk/hc/en-gb/requests/new>. Please provide your name, home address, your order number, details of the order and, where available, your phone number and email address.

(b) By post. Print off the cancellation form below and post it to us at the address on the form. Or simply write to us at that

address, including your order number, details of what you bought, when you ordered or received it and your name and address.

8.2 Returning products after ending the contract or cancelling a subscription. If you end the contract or cancel your subscription for any reason after products have been dispatched to you or you have received them, you must return the products to us. If you are exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

(a) if the products are faulty or misdescribed; or

(b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.

8.4 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

(a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and

(b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:

(a) If the products are goods, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us.

(b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9. OUR RIGHTS TO END THE CONTRACT

9.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if you are in breach of it.

9.2 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

10. IF THERE IS A PROBLEM WITH THE PRODUCT

10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. For queries about goods, you can contact us by telephoning 01235 827 720 (secondary)/01235 400555 (primary) or by email at education@bookpoint.co.uk/primary@bookpoint.co.uk. For queries about digital products, visit

<https://help.hoddereducation.co.uk/hc/en-gb/requests/new>. Alternatively, you can write to us at Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ.

10.2 Your legal rights. We are under a legal duty to supply products that are in conformity with this contract. Nothing in these terms will affect your legal rights.

11. PRICE AND PAYMENT

11.1 Where to find the price for the product. The price of the product (which includes VAT, if applicable) will be the price indicated on the order pages when you placed your order. We take reasonable care to ensure that the price of the product advised to you is correct. However please see Clause 11.2 for what happens if we discover an error in the price of the product you order.

11.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

11.3 When you must pay and how you must pay. We accept payment by the means specified on our website. Payment must be made at the time of ordering or in accordance with the terms of any invoice issued by us.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; or for breach of your legal rights in relation to the products.

12.3 Defective digital content. If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 We are not liable for business losses. These terms apply to consumers who have purchased or licensed products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. HOW WE MAY USE YOUR PERSONAL INFORMATION

13.1 How we may use your personal information. We will only use your personal information as set out in our [Privacy Notice](#).

14. OTHER IMPORTANT TERMS

14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.

14.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

14.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms.

14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

Last Updated: June 2019

THE SCHEDULE

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract)

To Hodder & Stoughton Limited (for Hodder Education), Carmelite House, 50 Victoria Embankment, London, EC4Y 0DZ.

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following digital content [*,

Ordered on [*/received on [*,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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