

# Terms and Conditions of Sale

Updated 15th November 2019

**TechEd Marketing** is the trading name of Awoodun Trading Limited, a private limited company registered in England with the Head Office at Unit 1, Fordbrook Business Centre, Marlborough Road, Pewsey, Wiltshire, SN9 5NU.

Our registered office is 9 Bailey Close, Pewsey, Wiltshire, UK and the company registration number is 08234244.

TechEd Marketing is the publisher of Inspiration and Giant Planet products, as well as the Event Organiser for the TechEd Showcase events and ATEC.

## 1. Definitions

- a. "You or Your" means the person or company purchasing the Goods. If You are buying the Goods for Your own personal use and not as part of an organisation, you are a consumer.
- b. "The Goods" means the software, services, goods or other items which shall be the subject of a contract between You and TechEd Marketing.
- c. "The Price" means the Price included in Your invoice or sales receipt.
- d. "Order" means the Order form in relation to the Goods to be purchased by You either set out in Your purchase order, created through our web sites or a procurement portal, or by e- mail or on the telephone. Each Order shall be construed as an offer to purchase those Goods by You.
- e. "Quotation" shall mean a Quotation from TechEd Marketing in relation to the supply of specific Goods. Prices included in Quotations, Price Lists, websites, e-mails, telephone calls, order acknowledgements are indicative only and are subject to change by us at any time. The Price You pay will be as set out in the Invoice sent to You.

## 2. Acceptance of Orders and Creation of Contracts

- a. These terms and conditions apply to all Goods provided to You by TechEd Marketing.
- b. Your Order may not be accepted by Us. No contract is created or binding on us unless and until we accept Your Order and raise the relevant Invoice. Invoices will be sent electronically.
- c. No variation to these terms and conditions are binding on TechEd Marketing unless expressly included in our Invoice.

### **3. Data Protection**

- a. Any personal information you provide to us will be used by us in accordance with our Privacy Policy and GDPR Regulations, which is set out on our [Website](#). Please read the policy carefully.

### **4. Price and Payment**

- a. The Price to be paid shall be as set out in our Invoice or at the checkout on our websites.
- b. VAT at 20% will be applied to all orders received from UK customers. Our VAT Number is GB144620727. For orders from elsewhere in the European Union we are required to charge tax at 20% unless you provide us with your VAT tax exemption number. For orders from outside the European Union we will not charge any tax on your order.
- c. Payment for all Goods purchased by non-credit account holders shall be made prior to delivery.
- d. For credit account holders, unless otherwise agreed in writing, and providing You are within Your credit account limits, payment for Goods supplied are strictly net 30 days from the date of Invoice. We may collect payments by Direct Debit where this facility is agreed.
- e. Time for payment shall be of the essence. We reserve the right to charge interest at 5 per cent above Barclays Bank PLC base lending rate from the time being in force on Invoices overdue for payment.
- f. If any payment shall not be paid on its due date or if Your credit limit is exceeded We shall be entitled to suspend all further deliveries until such payment is received. The right to suspend deliveries under this paragraph shall be in addition to any other remedies to which we are entitled.
- g. All payments must be made by You in the currency included in our Invoice by bank transfer, credit or debit card or cheque.
- h. You are not entitled to withhold payment or to claim set off against any payments due to the Company.

### **5. Delivery**

- a. Digital Download Software - After we have processed your Order, you will receive an email containing the download link for your Good together with your unique licence key. You can download the software from our site, install, then enter the licence key provided to activate. Once a digital product has been purchased and activated by You, no right of cancellation or refund exists except at our sole discretion. If a refund/ credit note is granted, you agree to deactivate and uninstall the software from your computer(s).

- b. Software Volume/ Site Licence Agreement - After we have processed your Order, you will receive an email containing the download link for your Good together with your unique licence key and volume/ site licence agreement. You can download the software from our site, install, then enter the licence key provided to activate. Once the Good has been installed and activated by you, no right of cancellation or refund exists except at our sole discretion. If a refund/ credit note is granted, you agree to deactivate and uninstall the software from your computer(s).
- c. Software and Digital Subscription Services - After we have processed your Order, You will be allocated a unique username and password (together "Login"), as well as the website url to access the Good. The Login must be kept safe and secure. You must notify us immediately if you suspect there has been a theft or unauthorised disclosure or use of your Login. If we have reason to believe that any Login is being used in any way that is not permitted under the End User Licence Agreement, TechEd Marketing will be entitled to suspend access rights to You by giving notice, as well as blocking access from such Login until the issue has been resolved.
- d. Physical goods - After we have processed your Order, we will deliver the Goods to the delivery address stated in our Invoice. Times and dates for delivery are estimates only. Once Goods have been delivered, Goods are at Your own risk and we will not be liable for their loss or destruction.
- e. Delegate Event Bookings - After we have processed your Order, we will fulfil the event booking requirements on the date, time, format and location as advertised. We reserve the right to change the event format, agenda, schedule and location without notice.

## **6. Acceptance**

- a. If the Goods delivered are not what You Ordered or are damaged or defective in any way or the delivery is of an incorrect quantity then You must notify us of the problem by telephone or email within 5 working days of the delivery in question. After 5 working days from delivery unless You have notified us, You shall be deemed to have accepted the Goods. Where You are buying in the capacity of a consumer Your statutory rights are not affected.

## **7. Title and Risk**

- a. Title of the Goods shall not pass from us until we have received full payment from You. Upon receipt of full cleared payment, title to the Goods shall automatically pass to You. Where Goods are software or online digital services, title to the Goods remain vested in the copyright owner and You do not own the title to the copyright material, instead You purchase a license.

The terms of the relevant license for each Good are described in their respective End User Licence Agreement.

- b. The risk in any Goods supplied by us shall pass to You on delivery and You should insure accordingly.
- c. In the event of You entering into Liquidation or having a Winding Up Order made against You, or You entering into any composition with Your creditors, or a Receiver, Receiver and Manager or Administrative Receiver being appointed over Your assets or income or any part thereof, or in the event of You being an individual or individuals You committing any Act of Bankruptcy, or having any Bankruptcy Petition presented against You, or if You have failed to pay for any Goods on due date, we may in addition to our other rights rescind without liability to You any outstanding and unexecuted contracts and we may by Our duly appointed representatives enter Your premises and recover all Goods in respect of which title shall not have passed to You.
- d. Until any property in the Goods has passed to You such Goods shall be held by You as bailee for us.

**8. Limitation of Liability - *IMPORTANT PLEASE READ THIS CLAUSE CAREFULLY* -**

- a. Because the potential losses which You might suffer as a result of any breach of contract by us are more readily ascertainable by You and because such losses could be wholly disproportionate to the contract Price and to enable us to keep the contract Price as low as reasonably possible, You agree that we limit our liability in accordance with the following provisions.
- b. We shall not be liable for any consequential or indirect loss suffered by You including without limitation, loss of profits, loss of anticipated savings, loss of use of Goods, damage to your property or personal injury that is not attributable to our negligence, whether this loss arises from breach of express or implied duty in contract or tort or in any other way (including loss arising from our negligence).
- c. Our total liability shall not exceed the value of the Goods as set out in Our Invoice for the Goods that are the subject of the claim. After accepting liability in respect of Goods we shall have the option of refunding the relevant Goods' Price to You or of replacing the Goods in question within a reasonable time and any replacement Goods shall be accepted by You in substitution for any rights in respect of the replaced Goods.
- d. We do not limit our liability for death or personal injury caused by our negligence.
- e. We do not limit or exclude our liability for our fraudulent misrepresentation.
- f. Your Statutory Rights as a consumer are not affected.

## **9. Termination**

- a. In addition to all other remedies we may have against You for breach of contract, we may terminate any contract with You upon written notice delivered to you and may suspend delivery or service in the whole or part and may take repossession of Goods and demand any security payment on account as we may require if:-
  - i. Any account due to us is outstanding in excess of agreed credit terms;
  - ii. You do not comply with the terms of any contract or with any precondition demanded by us;
  - iii. You fail to take delivery of Goods from us;
  - iv. You are bankrupt or insolvent or You enter into any composition with Your creditors or if You are the subject of a winding up resolution or petition or receive notice of intended bankruptcy proceedings or fail to provide satisfactory credit references to Us if required to do so.
- b. The right to suspend also specifically applies to the right to suspend services such as support to Goods sold to You.
- c. Upon the happening of any of the above-mentioned events we shall be entitled to a lien upon any of Your Goods in our possession.

## **10. Updates to the Terms**

- a. TechEd Marketing may make alterations to these Terms from time to time. These changes shall become effective immediately as soon as they are posted on [www.techedmarketing.com](http://www.techedmarketing.com), [www.inspiraton-at.com](http://www.inspiraton-at.com), [www.giantplanet.com](http://www.giantplanet.com) and [www.ateconference.com](http://www.ateconference.com).

## **11. Governing Law**

- a. The Terms of Use shall be governed by and construed in accordance with the law of the United Kingdom. The exclusive jurisdiction for any dispute will be the UK.

## **CONTACT INFORMATION**

Questions about these terms and conditions should be sent to us at [sales@techedmarketing.com](mailto:sales@techedmarketing.com).