



## **TERMS AND CONDITIONS OF SALE**

### **1. DEFINITIONS**

- 1.1. "Products" shall mean learning materials, training films, DVD's, CD-ROMs, books, other literature, of various titles ("Titles") sold hereunder to customers by Inspired Practice Ltd.
- 1.2. "Customer" shall mean a purchaser from Inspired Practice Ltd of any "Products".

### **2. COPYRIGHT AND RESTRICTIONS ON USE**

- 2.1. The Customer acknowledges that Inspired Practice Ltd owns the entire worldwide copyright in and to all their "Products" and the content thereon, in perpetuity. Inspired Practice Ltd hereby licences the Customer to use the Products, but only on the specific format purchased hereunder and solely in the United Kingdom and in accordance with these terms and conditions.
- 2.2. The Products shall not be edited, altered or changed in any way, reproduced, copied, sold, rented, loaned, leased, licensed or otherwise disseminated by any method nor on any format, to any third party or internal user for any purpose whatsoever, without the express prior written permission of Inspired Practice Ltd.
- 2.3. The Products shall not be reproduced in whole or in part for incorporation in any other production, TV programme, web broadcast, other media production, or coupled with any other materials, without prior written permission from Inspired Practice Ltd.
- 2.4. Any unauthorized copying, hiring, rental, lending, public performance, radio, television, web broadcast or other lending or media performance of the Products is strictly prohibited and all rights are reserved.

### **3. PRODUCT FAULTS**

- 3.1. In the unlikely event of the Customer, within 12 months of the original invoice date, finding a fault with a Product due to a manufacturing defect, it will be replaced free of charge, subject to clause 3.2.
- 3.2. The Customer shall make Inspired Practice Ltd aware of a fault as soon as it becomes apparent. On returning the faulty Product to Inspired Practice Ltd, an assessment of the reason for the fault will be made. Final decision as to whether the fault is due to a manufacturing defect lies with Inspired Practice Ltd.

#### 4. RETURNS PROCEDURE FOR FAULTY PRODUCTS

- 4.1. If the Customer intends to return a Product, they must first contact Inspired Practice Ltd to obtain a returns code and return instructions.
- 4.2. The Customer must sign and complete the Returns Form stating the reason for the return and send this with the returned Product by special delivery post.

#### 5. DISCLAIMER

- 5.1. Except insofar as permitted by law, Inspired Practice Ltd shall not be liable to the Customer for any loss or damage, costs, expenses or other claims whatsoever (and whether caused by the negligence of the Customer, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products hereunder or their use. The Customer acknowledges that the Products are used at the Customers' own risk.

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