

Website Terms and Conditions for Sale of Goods (Empathy Studios 2024)

These terms and conditions for sale of goods to other businesses online state the basis on which we Empathy Studios LTD will sell goods to our business customers.

Please read them carefully, especially section 10 (liability).

We are a company incorporated and registered in England and Wales with company number 15650617 whose registered office is at Turnpike House, 1208-1210 London Road, Leigh-On-Sea, Essex, England, SS9 2UA. We're called 'the Supplier' in this agreement).

You're called 'the Customer' in this agreement. You are the individual, firm, company or other organisation which places an order via the Supplier's website www.empathystudios.com (the **Website**) (the **Order**).

1. Agreed Terms

It is agreed that:

- 1.1. If any word, phrase or explanation used within this agreement is not clear, it will be defined and interpreted according to the definitions and interpretations set out below:

Definitions

Acts, Legislation: or other similar references shall include any updates and or amendments to the same.

Charges: the charges payable by the Customer to the Supplier according to the terms of this Contract and invoice.

Customer: the individual, firm, company or other organisation stated on the Order.

Goods: the goods set out in the Order which the Supplier is to supply either electronically or physically, according to the terms of this Contract.

Order: the order placed by the Customer on the Website.

Written: and any similar expression, includes e-mail.

- 1.2. It is also agreed that:

- a. The Customer wishes to acquire goods described in the Order (**Goods**) and the Supplier wishes to supply them to the Customer, on the terms and conditions set out in this agreement (**Terms**).
- b. The Supplier shall only supply Goods to the Customer on these **Terms**. (Terms can only be varied in writing signed by an authorised officer of the Supplier).
- c. The Customer should follow the instructions on the Website in order to place the Order. The Customer is responsible for ensuring that the terms of the Order are complete and accurate so please check these carefully and make any amendments to any errors as required before placing your Order.
- d. Any Orders placed by the Customer are offers for the purchase of the Goods, or access to a free trial, on the basis of these Terms.
- e. The Customer should print or save a copy of the Terms to the Customer's computer or server in order that the Customer can refer to them again in the future.
- f. On receipt of an Order from the Customer, the Supplier will issue an acknowledgement of the Order so that the Customer knows that the Order has been received but this does not constitute acceptance of the Order.
- g. The Supplier will confirm acceptance of an Order in writing, at which point the Supplier's contract with the Customer for the supply of the Goods in that Order shall come into existence.
- h. If the Supplier cannot accept the Order, it will confirm this in writing to the Customer and the Order will not be processed any further. If the Supplier has already received payment from the Customer, it will promptly refund the Customer.
- i. The Supplier's contract with the Customer for the supply of the Goods comprises the Order, these Terms and anything else the Supplier expressly agrees in writing (**Contract**).
- j. Any descriptions of the Goods contained on the Website are only for illustrative purposes and do not form part of the Contract
- k. The Supplier may amend any specification for Goods as required by law, or to comply with any relevant regulatory obligations.
- l. The Contract is made in the English language only.

m. The Supplier's contact details are as follows:

i. Email Address; contact@empathy-week.com

ii. Postal Address: Turnpike House, 1208-1210 London Road, Leigh-On-Sea, Essex, England, SS9 2UA

2. Charges

- 2.1. The Customer will pay the Charges for Goods set out on the Website when the Customer placed its Order (but subject to section 2.5 in the case of an error in pricing on the Website).
- 2.2. Where the Goods are to be delivered to the Customer, the Charges for Goods do not include carriage, insurance or packaging and the Supplier shall be entitled to recover from the Customer all reasonable expenses incurred by it in delivering the Goods to the Customer. The Supplier will inform the Customer on the Website of such expenses before the Customer places the Order.
- 2.3. The Supplier may charge amounts in addition to the Charges if the Customer requests any change to the Goods after the commencement of the Contract, if the Customer fails promptly to provide any instructions required by the Supplier for the supply of the Goods, or for any reason which is due to any other act or omission of the Customer.
- 2.4. Unless otherwise stated the Charges will be exclusive of VAT which the Customer shall be liable to pay to the Supplier in addition to the Charges.
- 2.5. The Supplier makes all reasonable efforts to ensure that it does not make errors with the prices that the Supplier charges the Customer. For example, before the Supplier accepts the Order, the Supplier usually tries to check the price against its price list in force at the time of the Order. However, if an error has been made and the price in the price list is lower than the price in the Order, then the Supplier will charge the Customer the price on the price list (being the lower amount) or the Supplier will provide a refund in respect of such amount if the Customer has already made payment. If an error has been made and the price in the price list is higher than the price in the Order, the Supplier will contact the Customer to confirm how the Customer would like to proceed and whether the Customer would like to proceed at the higher price or whether the Customer wishes to cancel the Order (in which case the Supplier will promptly refund any payments already made by the Customer).

3. Invoicing and Payment

- 3.1. The Customer will pay the Charges for Goods and other expenses in advance via direct invoice or online at the time it places its Order. After placing an order via the form located at (www.empathystudios.com) you will receive an invoice which is payable via bank transfer or through credit and debit card payments.
- 3.2. If a customer is eligible for accessing the tudioEmpathy Studios material for free, they will also need to fill in a form and their:
- 3.3. Payment shall be treated as made once the Supplier receives cleared funds.
- 3.4. Time for payment of the Charges shall be 'of the essence'.
- 3.5. All payments must be made by the Customer without any deduction or set-off.

4. Delivery of Goods

- 4.1. Any dates quoted for delivery of Goods are approximate only and time for delivery of the Goods shall not be of the essence.
- 4.2. The Supplier will deliver the Goods to the address provided or the account and email provided (if electronic goods) as in the checkout and invoicing process.
- 4.3. If the Customer does not accept delivery of the Goods, or does not collect the Goods within seven days of the Supplier notifying the Customer that the Goods are ready for collection, then (without in any way compromising any other rights or remedies available to the Supplier), the Supplier may
 - a. store the Goods until delivery of the Goods occurs and
 - b. invoice the Customer for the costs and expenses of storage, insurance and other associated costs.
- 4.4. If the delivery or collection of the Goods has not occurred within 14 days, the Supplier is entitled to sell the Goods to someone else. If this sale leaves the Supplier with less than the amount it would have been paid by the Customer for these Goods, the Supplier can charge the Customer for the difference or may deduct this from any refund due to the Customer.
- 4.5. The Supplier may deliver the Goods by instalments. Each instalment shall be deemed to be a separate contract and any failure or delay by the Supplier to deliver any one instalment shall not entitle the Customer to terminate the Contract in relation to other instalments.
- 4.6. If the Supplier fails to deliver the Goods, or an instalment of Goods, then the Supplier's liability to the Customer shall be limited to an amount equivalent to the excess price (above the amount of the Charges for Goods) that the Customer has to pay for similar goods (at the cheapest market rate) to replace those undelivered Goods.
- 4.7. Notwithstanding section 4.7 above, the Supplier will not be liable to the Customer where non-delivery of the Goods is due to a reason beyond the Supplier's reasonable control, or to a default by the Customer (for which the Supplier shall have no liability).

5. Responsibility for Goods

- 5.1. For goods that are delivered to the premises identified in the Order (or any other location agreed between the Supplier and Customer in writing), the responsibility for and risk in the Goods passes to the Customer:

- a. at the time of delivery of the Goods to those premises, or
 - b. if the Customer fails to accept the Goods, then delivery (and the responsibility for and risk in the Goods passed to the Customer) will be at the time when the Supplier attempted to deliver the Goods to the Customer.
- 5.2. Where Goods are collected by the Customer, the responsibility for and risk in the Goods passes to the Customer at the time when the Supplier notifies the Customer that the Goods are ready for collection.

6. Ownership of Goods and Content, Copyright and Licensing

- 6.1. Ownership of the Goods and Content, all copyright remains with Empathy Studios Ltd.
- 6.2. The customer is granted a license on receipt by the Supplier of full and cleared payment of the Charges or when outlined as noted in 6.2.
- 6.3. For Goods, Content and services that are offered for free, a license is granted for use but may be revoked at any time by the supplier.
- 6.4. Empathy Studios materials will be delivered by a download link and customers should ensure that they have downloaded the material to their own device.
- 6.5. Under no circumstances can the Customer copy, duplicate, remake and/or sell any of the material licensed to them by the Supplier.
- 6.6. Licensing of the Goods and Content does not pass to the Customer until the Supplier has received full and cleared payment of the Charges for the Goods and Content (and for any other goods under any other contract between the Supplier and the Customer for which payment for such goods has become due).
- 6.7. If the Customer's business fails, or is likely to fail, the Customer will immediately notify the Supplier and any right of resale of Goods and Content under the Contract shall terminate immediately. (The Customer's business will be treated for this purpose as having failed if it meets any of the termination conditions identified in section 11.2.)

7. Warranties relating to Goods and Content

- 7.1. The specification for the Goods and Content can be found on the Website at www.empathystudios.com, (except to the extent that such specification is amended by any drawing, design or specification supplied by the Customer).
- 7.2. Subject to the remaining provisions of this section 7, the Supplier warrants that the Goods and Content will correspond in all material respects with the specification of the Goods and Content, that the Goods and Content will be of satisfactory quality and that they will be free from defects in material and workmanship on delivery and for 6 months from delivery.
- 7.3. The Supplier shall not be liable under the warranty in section 7.2 if:
 - a. any use is made of the Goods and Content after the Customer has provided the Supplier with notice that the Goods and Content do not meet the warranty (see section 7.4);
 - b. any defect(s) in the Goods and Content are due to any specification, drawing or design supplied by the Customer;
 - c. any defect(s) in the Goods and Content are due to fair wear and tear, wilful damage, abnormal working conditions, the Customer's negligence, failure by the Customer to follow any instructions in respect of the Goods and Content, failure by the Customer to follow good practice in respect of the Goods and Content or any misuse of the Goods; and
 - d. any repair or alteration to the Goods and Content has been made without the prior written approval of the Supplier.
- 7.4. If the Customer considers that any of the Goods and Content do not meet the warranty in section 7.2, then the Customer will promptly provide written notice to the Supplier and will allow the Supplier, at the Supplier's request, to examine those Goods and Content. The Customer will promptly return these Goods and Content to the Supplier at the Customer's cost if requested by the Supplier.
- 7.5. If:
 - a. the Customer has a legitimate claim in respect of Goods and Content not complying with the warranty in section 7.2
 - b. none of the factors listed in section 7.3 apply, and
 - c. the Customer has complied with section 7.4,the Supplier may, at its option, repair or replace the relevant Goods and Content, or provide a refund to the Customer in respect of such Goods and Content. Once it has done so, the Supplier shall have no further liability to the Customer for those Goods and Content.
- 7.6. Except as provided in this Contract, all other warranties or conditions implied by statute or by common law are excluded to the maximum extent allowed by law.

8. Indemnity

If the Customer provides any specification, drawing or design to the Supplier in respect of the Goods and Content, the Customer shall indemnify the Supplier against all losses, costs and expenses incurred by the Supplier in respect of any claim, made to the Supplier from a third party, that the Supplier's use of the specification, drawing or design in relation to the Goods, infringes that third party's intellectual property rights.

9. Obligations of Customer

- 9.1. The Customer will:

- a. ensure that the Order and any other information (including any specification, design or drawing for the Goods and Content) which the Customer supplies to the Supplier are complete and accurate
 - b. promptly provide the Supplier with such information as the Supplier requires in order to supply the Goods and Content, and
 - c. comply with all applicable laws and relevant regulatory obligations
- 9.2. If the Supplier is delayed or unable to fulfil any of its obligations under the Contract due to any act or omission of the Customer (**Customer Failure**), then the Supplier may rely on such Customer Failure to relieve it from its obligations under the Contract.
- 9.3. To the extent that the delay or inability at section 9.2 is due to the Customer Failure, then without limiting or otherwise compromising any other rights or remedies available to it, the Supplier:
- a. may suspend the supply of Goods and Content until the Customer makes good the Customer Failure;
 - b. shall not be liable for any losses, costs or expenses which the Customer suffers or incurs because of any delay or suspension which is attributable to the Customer's Failure; and
 - c. may request immediate payment by the Customer of any losses, costs or expenses which the Supplier suffers or incurs because of the Customer Failure.
- 9.4. Any right of suspension under this section is additional to any rights available to the Supplier under the law of any relevant jurisdiction.

10. Liability

- 10.1. Subject to section 10.3, the Supplier is not liable to the Customer for any indirect or consequential loss, any loss of profits or any loss of business, whether arising from tort, breach of contract, indemnity or otherwise under or in connection with the Contract.
- 10.2. Subject to section 10.3, the Supplier's liability in respect of all claims, losses or damages of whatever nature, whether arising from tort, breach of contract, indemnity or otherwise, under or relating to, the Contract, shall not exceed the aggregate of the Charges paid by the Customer to the Supplier under the Contract.
- 10.3. Nothing in the Contract shall exclude or limit either party's liability for any death or personal injury caused by negligence or for any other liability which cannot be excluded or limited by law.

11. Termination and refund policy

- 11.1. Your legal rights - when you buy goods from a business, in law (for the purposes of this contract, it is under English Law) you have a number of rights as a consumer which include: The right to claim a refund, replacement, repair and/or compensation where the goods are faulty or misdescribed.
- 11.2. Our policy is that we do not refund customers once access has been granted to our online platform and resources as this is deemed as use of materials and cannot control continued use of these after refund.
- 11.3. Either party may terminate the Contract, without liability to the other party, if that other party's business fails.
- 11.4. The other party's business will be treated for this purpose as having failed if:
- a. the other party is or appears to be unable to pay its debts as they fall due
 - b. the other party makes any voluntary arrangement with that other party's creditors
 - c. (being an individual or firm) the other party becomes bankrupt
 - d. (being a company) the other party becomes subject to an administration order or goes into liquidation
 - e. any third party takes possession of, or enforces rights over, any of other party's property or assets under any form of security;
 - f. the other party stops or threatens to stop carrying on business;
 - g. the other party suffers any process equivalent to any of these, in any jurisdiction; or
 - h. the terminating party reasonably believes that any of the events mentioned above are about to occur and the terminating party notifies the other party accordingly.
- 11.5. Without compromising any other rights or remedies available to it, the Supplier may terminate the Contract without any liability to the Customer if:
- a. the Customer fails to pay any amount under the Contract when due; or
 - b. the Customer commits a material breach of the Contract and fails to rectify the breach within 5 working days.
- 11.6. Upon termination of the Contract, however caused, and without compromising any other rights or remedies available to the Supplier, the Customer shall pay to the Supplier on demand:
- a. all Charges and other sums due but unpaid at the date of such demand;
 - b. any Charges under any invoice which the Supplier raises after termination, relating to any Goods and Content which have been supplied prior to termination, but for which the Supplier had not yet raised an invoice before termination; and

- c. any costs and expenses incurred by the Customer in recovering the Goods and Content and/or in collecting any sums due under the Contract (including any storage, insurance, repair, transport, legal and remarketing costs).
- 11.7. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 11.8. Any term of the Contract which is specifically stated to continue or which, by its very nature, is intended to continue after termination of the Contract, shall continue to bind the parties following termination or expiry of the Contract.
12. Events beyond the reasonable control of the Supplier ('Force majeure')
- 12.1. The Supplier shall not be liable to the Customer for any failure or delay in performing any of its obligations to the extent that such failure or delay is caused by an event beyond its reasonable control. If the event continues for more than 2 weeks then either party may serve 1 weeks' written notice on the other party to terminate the Contract.
13. General
- 13.1. The Contract represents the entire agreement between the parties in relation to the subject matter and supersedes all previous agreements, representations or understandings between the parties. The parties agree that they shall have no rights or remedies in relation to any representation or warranty that is not included in the Contract.
- 13.2. The Customer shall not assign, sub-contract, delegate, or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of the Supplier.
- 13.3. If any provision of these Terms is held by a competent authority to be invalid or unenforceable, in whole or in part, the validity of the other Terms and of the remainder of the provision in question will not be affected. Every provision is severable from every other.
- 13.4. No single or partial exercise or failure or delay in exercising any right, power or remedy by a party under the Contract, howsoever arising, shall operate as a waiver by that party of, or impair or preclude any further exercise of that right, power or remedy. To be valid and effective, any waiver must be in writing.
- 13.5. Unless otherwise expressly stated, nothing in the Contract will create or confer any rights or other benefits pursuant to the Contracts (Rights of third Parties) Act 1999 in favour of any person other than a party to the Contract.
- 13.6. Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official post, couriered, faxed on receipt of successful answer back, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by e-mail).
- 13.7. The Contract will be governed by the law of England, and the parties submit to the exclusive jurisdiction of the English courts.
14. Contact us
- 14.1. Please email us at contact@empathy-week.com if you have any queries regarding your order.