

## Terms and Conditions – sales of publications and resources

### 1. Who we are and contact details

The Geographical Association (GA) is a subject association with a mission to further geographical knowledge and understanding through education. Our address is The Geographical Association, 160 Solly Street, Sheffield, S1 4BF, England (phone +44(0)114 2960088, e-mail: [accounts@geography.org.uk](mailto:accounts@geography.org.uk)). Our offices are open from 9am to 5pm (UK local time) Monday to Friday, except for public holidays.

The GA receives no direct external funding and is financed primarily through membership subscriptions together with income derived from the sale of other goods and services.

### 2. Scope

These terms and conditions apply to all transactions entered into with the GA for the supply of publications and resources.

### 3. Prices

The GA reserves the right to change prices without prior notification.

### 4. Publications Discount

Members' discount is available to Full Personal, Concessionary and Group members only (GA Magazine-only and Free Primary Members are not eligible for discounts). Trade discounts are generally dependent upon customer turnover levels. GA members' discount is applied at an individual product-line level.

### 5. Tax Charges

Books are zero-rated for VAT purposes. Please note, however, that some items that we sell are subject to VAT, e.g. multimedia resources, posters, postcards, DVDs, fieldwork equipment, etc. Where this is the case the VAT element will be separately itemised on your invoice.

VAT will also be charged on these items when ordered by customers in the EU, unless a valid VAT registration number is quoted on the order.

VAT is not usually charged on other (non-EU) overseas orders, unless the order is placed and paid for via the online shop.

### 6. Delivery

We will endeavour to despatch your order as soon as we can; most orders are usually despatched within 7 days. If you have purchased a digital resource, it will be immediately available from your own My GA/ My resources area. Free delivery is available to UK mainland and Northern Ireland addresses. For overseas orders the flat rate delivery charges for up to 10 items are:

- Channel Islands, Eire and Europe: £20.00
- Rest of World (surface mail): £30.00

For larger orders or special delivery methods we will be happy to quote based on weight and destination.

### 7. Terms of payment

Credit terms are shown on the invoice (normally 30 days from the date of the invoice). Payment should be made within the credit terms specified, unless prior agreement for extended payment terms has been obtained in writing from the GA.

All costs, including legal costs, incurred by the GA in recovering overdue debts will be payable by the customer.

UK customers will receive an invoice with their goods.

Overseas customers must remit payment with their order, prior to the despatch of their goods.

The GA accepts all major credit/debit cards with the exception of American Express. Please note that payments will be debited when each part of your order is despatched and will be debited in UK pounds sterling. We accept cheques made in UK pounds sterling made payable to: The Geographical Association.

Payment can also be made directly into our bank account; please call our Accounts Department on +44(0)114 2960088 for further details. If choosing the direct payment method, please ensure that you send a copy of your publications order to the GA, under separate cover, confirming the date and value of funds transferred.

### **8. Claims**

Any discount discrepancies, title shortages or damage to goods should be reported within 14 days of receipt of invoice/goods. Please call our Customer Services on +44(0)114 2960088.

### **9. Refund and Returns Policy**

For all online transactions with the Geographical Association customers have the right to cancel their order within 14 days of the date of the contract or the receipt of the goods (whichever is the longer). In the event of an order cancellation customers may request to have their payment refunded in full.

If the order cancellation involves the return of goods already supplied to a customer, then the goods in question will need to be returned to the Geographical Association (GA) at 160 Solly Street, Sheffield, S1 4BF. Goods should be returned to the GA in their original ('mint') condition and within 30 days of their original receipt. The GA will then issue you either with a credit note or a refund to the equivalent value of your original order within 14 days of receiving the goods back. If sending goods back to the GA please state your reason for their return and please also ensure that any packaging or seals remain unbroken. Customers will be responsible for the cost of returning goods for refund or exchange except in cases where faulty, damaged or wrongly specified goods have been supplied by ourselves, in which case the GA will supply you with a postage pre-paid label for the return of the goods.

### ***Digital products***

Please note that under the Consumer Contracts Regulations digital products do not count as 'goods' because they cannot be physically returned. Therefore, such items, including eBooks and journal article/issue downloads, are ineligible for refund unless it can be demonstrated that they are either of unsatisfactory quality or are not as described.

### **10. General**

- (a) Validity – by ordering any product or service from the GA you are deemed to have accepted these terms and conditions.
- (b) Legal – this contract is a legally binding document; you should read it carefully and make sure that it does not contain anything that you are not prepared to agree to.
- (c) Limitation of liability – the GA shall not be liable to you for any special damages, loss of profits or loss of goodwill and in any event, you agree that the GA's total liability to you for failure to deliver goods or any breach of terms of this contract shall be limited to the value

of the goods to be supplied to you under this agreement.

- (d) Force majeure – the GA shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damages or defects to goods delivered, that is caused by any event or circumstance beyond its reasonable control.
- (e) Invalidity of Terms and Conditions – if a court rules that any of these conditions is not valid or cannot be enforced, the other conditions will continue to be valid and enforceable.
- (f) Jurisdiction – this contract is made under the law of England and any court proceedings must be in the English courts. If you are a customer in Scotland, Wales or Northern Ireland, we will accept your local law and courts. Enforcement of a court order may be done in any law or court system that is relevant.