

Pearson Education Ltd: Terms and Conditions for Credit Account Customers

1. All orders for books, CD Roms and other publications ('Goods') placed by customers who have a credit account with Pearson Education Ltd will be accepted by Pearson Education Ltd subject to these terms and conditions until further notice. Where a prior written agreement exists between Pearson Education Ltd and the customer in respect of any order the terms of that agreement will prevail. Goods, which contain computer software, are also sold subject to the terms of software licenses contained within the Goods. These terms and conditions do not apply to online products or to Goods ordered by customers who do not have credit accounts with Pearson Education Ltd. They shall be interpreted in accordance with English law.
2. Orders are accepted subject to availability of stock and may be delivered in 2 or more instalments. Time of delivery is not of the essence and Pearson Education Ltd shall not be liable for any loss of trade or profit resulting from delay for any reason.
3. Pearson Education Ltd may set and vary credit limits for any account and may refuse to supply any order which causes the account to exceed the current credit limit. Pearson Education Ltd may also withhold supplies if the customer is in breach of these terms and conditions or fails to make any payment by the due date.
4. Unless otherwise agreed in writing, the customer shall pay the total amount stated on the invoice by the date for payment stated on the invoice. Payment shall be in pounds sterling drawn on a bank based in the UK. Pearson Education Ltd may charge interest on overdue payments at the rate of 1% above National Westminster Bank's base lending rate from time to time and shall be entitled to recover from the customer all expenses (including legal costs) incurred in enforcing payment.
5. Goods are supplied on a firm sale basis unless otherwise agreed in writing by Pearson Education Ltd. Returns will be accepted only in accordance with Pearson Education Ltd returns policy current from time to time.
6. Goods shall be at the customer's risk as from delivery. In spite of delivery having been made, property shall not pass from Pearson Education Ltd until the customer has paid the invoiced amount in full and no other sums whatever is due from the customer to Pearson Education Ltd. Pearson Education Ltd shall be entitled to recover the amount invoiced for the Goods notwithstanding that property has not passed. Until property in Goods passes to the customer in accordance with this clause the customer shall hold the Goods and each of them on a fiduciary basis as bailee for Pearson Education Ltd. The customer shall store the Goods (at no cost to Pearson Education Ltd) separately from all other goods in its possession and marked in such a way that they are clearly identified as Pearson Education Ltd property. Until such time as property in the Goods passes from Pearson Education Ltd the customer shall upon request deliver up such of the Goods as have not been resold in the ordinary course of the customer's business. If the customer fails to do so Pearson Education Ltd may enter upon any premises owned occupied or controlled by the customer where the Goods are situated and repossess the Goods. On the making of such request the rights Pearson Education Ltd to recover the amount invoiced for the Goods shall cease.
7. Pearson Education Ltd shall deliver Goods to the business address of the customer or its agent or to a carrier nominated by the customer. Carriage to an address outside the UK or Eire shall be at the cost and risk of the customer. Pearson Education Ltd shall not be liable for loss or damage of Goods in transit unless notified in writing:
 - (i) of claims for damages or partial delivery within 7 days of delivery to an address in the UK or Eire or 28 days of delivery to any other address, and
 - (ii) of claims for complete loss of consignment within 21 days of the date of the invoice if addressed within the UK or Eire or 21 days of the date of the statement of account for the period in which the invoice was raised where the delivery address is outside the UK and Eire.