#### **Terms & Conditions**

**The Company** - NAMBEX Ltd is engaged in all services associated with the activities of a trade association and a training accreditation service.

**The Purchaser** - Any Member of the Association, person, partnership or company who or which requests a quotation or places an order for goods or services supplied by the Company.

**Application / Scope** - Unless otherwise agreed in writing by the Company, these conditions will apply to all subscriptions, quotations and tenders given, orders received and accepted and all contracts undertaken by the Company. In the event of a conflict, these conditions shall prevail. Acceptance of any quotation or tender and the placing of any contract with the Company includes acceptance of these conditions. If the Purchaser's order contains special printed conditions, such conditions are only binding in so far as they are not at variance with these conditions and have been accepted in writing by the Company.

**Goods** – Study Books, training courses, training aids, clothing, membership subscriptions and any other documents produced, or services provided by the Company.

### **Delivery**

All orders for goods and/or for work to be carried out are accepted by the Company in good faith, but the Company cannot guarantee delivery or completion by any particular date and shall not be liable for any loss or damage, which may result. Unless otherwise stated, prices quoted by the company exclude VAT and any costs of carriage or delivery.

### **Payment**

All goods are due to be paid for within 10 days of date of invoice. Goods will not be sent until payment is received in full.

Yearly membership is included in the cost of all study books. A minimum order requirement (MOQ) of 20 study books must be purchased per year (12 Months) to satisfy membership costs. Failure to purchase the MOQ will result in either:

- A request from NAMBEX to purchase the number of books outstanding to cover the MOQ
- A fee of £380.00 to cover the cost of your yearly membership plus £20 administration Fee
- Cancellation of membership.

Where a cheque is received for payment which subsequently does not clear when banked, the Company reserves the right to charge the Purchaser £50 in order to cover administrative costs and bank charges.

### **Title**

The Company retains the right to withhold goods from the Purchaser until full payment has been received for the invoice relating to those goods or any other outstanding invoice.

## **Cancellation of Orders**

Goods must be returned by the Purchaser within seven days of receipt and the Purchaser shall be liable for the cost of returning the goods. Any refunds due will be provided within 30 days of cancellation.

With regard to all membership subscriptions, should the Purchaser decide to cancel their subscription partway through the Company's financial year with the invoice remaining unpaid, the Purchaser will be liable for a percentage of the sum invoiced. The sum will be in accordance with the number of months that have lapsed since the date of invoice (in this situation, fees will be charged up to the end of the month within which membership was cancelled).

Where the Purchaser cancels their membership subscription and at a later date, wishes to rejoin as a member, the Purchaser will be required to pay a rejoining fee.

# **Intellectual Property Rights**

All Intellectual Property Rights (including but without limitation copyright, design rights, patent and moral rights) in the Goods and in any samples, specifications, designs, documents and drawings supplied by the Company are the Company's exclusive property and may not be copied or used without the Company's prior written consent.

The Purchaser shall indemnify the Company against all liabilities (including the costs of defending unsuccessful actions) arising as a result of work done on goods supplied by the Company in accordance with the Purchaser's specifications, instructions or designs and which infringes or it is alleged infringes any patent, trademark, copyright or the intellectual property rights of any third party.