

TERMS AND CONDITIONS

1. Definitions

1.1 The following definitions apply to these Terms and Conditions:

"Product(s)" means the goods or services we are selling to you as set out in the Sales Order.

"Sales Order" means your order for the product(s).

"The Company" or "We" or "Our" or "Us" means Omnia Educational Supplies Ltd.

"Customer" or "You" means the person, company, organisation or other entity that is entering into the Sales Order for the Products.

"New Account Form" means the form containing the account details to be completed by a new Customer.

"Working Days" means a day other than a Saturday, Sunday or public holiday in England.

2. These Terms

2.1 These are the terms and conditions on which we supply Products to you, which you will order from The Company by email.

2.2 Please read the following terms and conditions carefully before ordering any Products from Omnia Educational Supplies Ltd. You agree to be bound by these terms upon ordering any Products. These terms tell you who we are, how we will provide Products to you, what to do if there is a problem and other important information.

2.3 Who we are. We Omnia Educational Supplies LTD are a company registered in England and Wales. Our company registration number is 14755434. The registration address of our company is 89 Priory Road, Peterborough, England, PE3 9EE.

2.4 How to contact us. To contact us please email sabina.kauser@omniaeducationalsupplies.com or contact@omniaeducationalsupplies.com; You may telephone us on 07542864835.

2.5 How we may contact you. If we must contact you, we will do so by email or telephone from the details you will have provided when you set your account up with us. You will need to keep your email and contact details up to date in order to receive notifications about your Order.

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3. Basis of Sale

These conditions will apply to any Order for Products placed by you and to the contract between us for the sale of such Products to you.

3.1 Before you place an Order with us, New Customers are required to complete a New Account Form provided by The Company. This is only required on your first Order request.

3.2 If all the information has been filled in correctly, we will confirm completion of the account in writing in email or by telephone. If we require any additional information, we will contact you with the contact details you will have provided.

3.3 Once the account has successfully been created, you may place an Order by emailing sabina.kauser@omniaeducationalsupplies.com or contact@omniaeducationalsupplies.com with your order details. Please check your order carefully before emailing it through to us. You are responsible for ensuring that your order and any specifications emailed to The Company is complete and accurate.

3.4 After you place the Order, you should receive an email from us acknowledging that we have received the Order. Within this order acknowledgement you will be provided with an order reference, which you can use to contact us regarding this specific order.

At this point a contract will come into existence between you and The Company.

3.5 If we are unable to accept your order (or part of your order), we will inform you of this on email and will not charge you for the product. We reserve the right to accept or decline orders at our discretion. There are a number of reasons for this which may include, but not be limited to the following, because:

3.5.1 the Product is out of stock;

3.5.2 of unexpected limits on our resources which we could not reasonably plan for;

3.5.3 we have identified an error in the price or description of the Product;

3.5.4 we are unable to meet a delivery deadline that you have specified; or

3.5.5 our third-party supplier is not able to deliver to our location.

3.6 We currently only sell to England and Wales

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4. Description of Products

Please always read the product description before ordering Products.

4.1 Any samples, swatches, drawings, descriptions or illustrations contained on our materials (including our website) are issued or published solely to provide you with an appropriate idea of the Products they describe; they do not form part of the contract between You and Us for the sale of the Products and are subject to correction without any liability on the part of Omnia Educational Supplies LTD. We may make minor changes, which do not materially affect the performance of the Products, to the specification of the Products at any time and without notice.

4.2 Any images of the Products on our website or in our printed leaflets are for illustrative purposes only. Variations in the colour due to photography, publishing or your computer's display can occur. You acknowledge that the Order (including for personalised products) is placed at your own risk. This is for example, the colour, shade representation or dimensions of the Product differs from the image in the published materials.

4.3 If we discover an error in the price of the Products you have Ordered, we will contact you to inform you of this error and we will give you the option of continuing to purchase the Products at the correct price or cancelling the Order. Please note that we do not have to provide the Products to you at the incorrect (lower) price.

5. Minimum Order Quantity

Please see our price list for further information on order quantities.

6. Title Retention

6.1 Title in the Products shall not pass to you until your payment for the Products is received by The Company in full.

7. Price and Payment

7.1 All prices are quoted in British pound sterling (£ GBP), and are:

7.1.1 exclusive of VAT or applicable tax, which will be added to the total amount due in your Sales Order;

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7.1.2 exclusive of any applicable bank charges, which will be added to the total amount due;
7.1.3 exclusive of delivery charge, this will be calculated separately with our standard delivery service and will be shown on your Sales Order.

7.1.4 reviewed and updated on a regular basis and may change without prior notice to You.

7.2 Payment for Products must be received in full before the Order can be processed and dispatched. All Accounts will be set up on a Proforma basis.

7.3 Payments need to be made by credit or debit card (UK only), BACS or by cleared Sterling Cheque.

7.4 The amount due from You shall be the price set out in our invoice to You.

7.5 Customers who are not exempt will be charged VAT at the appropriate rate.

7.6 Eligible bodies such as registered charities may be subject to VAT exemption on goods. A written VAT exemption declaration must be submitted at the time of ordering to qualify for VAT exemption.

8. Delivery

8.1 We are not responsible for delays outside our control. If our supply of the Products is delayed by an event outside our control, then we will try to contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

8.2 If no one is available at the delivery address to take delivery. There may be an additional re-delivery charge or a collection charge.

8.3 You will be responsible for arranging suitable access to allow delivery. If you do not allow Us access to your property to perform the services or to make a delivery as arranged (and you do not have a good reason for this) we may charge you additional costs incurred by us as a result.

8.4 When you become responsible for the Products. Risk and responsibility for Products shall pass to you when the Products are delivered or collected by you or your agent.

8.5 When you own Products. You own the Products once we have received payment in full for that Product.

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8.6 Dates for delivery of the Products are estimates and are subject to our availability schedule. We will make every reasonable effort to meet your delivery date(s) acknowledged but we will not be liable for failure to meet such date(s).

8.7 We will deliver the Products to the address that is outlined in the Order, this address will also have been confirmed on the Order Acknowledgement. You should ensure that you or a trusted representative is physically present at the time of delivery. We will presume that any person at any address that you have specified has the authority to receive the Order.

8.8 If we are unable to deliver your Order in full, for example, due to operational reasons or shortage of stock, we may deliver your order in instalments. We will email or telephone you to ask if you are happy to proceed with the instalments. Please note, separate delivery charges will be applied for each instalment.

8.9 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the Products to you. We will contact you either by telephone or email you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need, within a reasonable time of us asking for it.

9. Returns

9.1 If you wish to return any part of your order that has not been Customised or used, then a return request must be submitted by You to The Company within 5 Working Days from the date of delivery. You will need to email sabina.kauser@omniaeducationalsupplies.com or contact@omniaeducationalsupplies.com requesting a return in full detail.

9.2 Omnia Educational Supplies reserves the right to investigate all returns.

9.3 You will incur the cost of returning the item(s) to Us. Omnia Educational Supplies does not offer free returns. You will arrange the return and Omnia Educational Supplies will not reimburse You for this cost.

9.4 The delivery cost and cost for returning the item(s) will not be refunded.

9.5 If We refund monies to You, we will usually refund You by the method of payment You used.

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9.6 Unused Items:

9.6.1 If You ordered and received Products from us which remain Unused and have not been Customised and You are either dissatisfied or have changed Your mind about Your purchase then You must notify The Company within 5 Working Days of receiving Your order. You will need to email sabina.kauser@omniaeducationalsupplies.com or contact@omniaeducationalsupplies.com

9.6.2 You will incur the cost of returning the item(s) to Us. Omnia Educational Supplies does not offer free returns. You will arrange the return and Omnia Educational Supplies will not reimburse You for this cost.

9.6.3 For these items we will supply a full refund on the cost of the item only. If charged separately, the delivery cost and cost for returning the item will not be refunded.

9.6.4 If We refund monies to You, we will usually refund You by the method of payment You used.

9.7 Damage in Transit:

The Company will accept responsibility for damage, storage or loss in transit only if:

9.7.1 you report the damage or loss within 5 Working Days of the Product being received. Failure to notify us within 5 Working Days of receipt will invalidate any claim with regard to the Products;

9.7.2 such loss or damage is noted on the consignment note or delivery document upon receipt;

9.7.3 the packaging of the damaged item is retained for inspection; and

9.7.4 the Products are handled by you in accordance with our, or the carrier's, conditions of carriage or handling stipulations.

9.8 Faulty Items:

9.8.1 If any of the Products You have ordered from Us and received are faulty, You will need to email Us within 5 Working Days of the delivery date. Please email us at sabina.kauser@omniaeducationalssupplies.com or contact@omniaeducationalssupplies.com with Your order number and the details of the problem with the item.

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9.8.2 You will be refunded for the cost of the item, delivery charges and postage for returning the item to Us.

9.8.3 If We refund monies to You, we will usually refund You by the method of payment You used.

10. Non-returnable Products

10.1 Returns of the Products will not be accepted if the Products were made to your own specification, personalised or customised, or configured to order.

11. Personalised Products

11.1 Please note that, in relation to personalised Products, we cannot be responsible for: spelling, punctuation or grammatical errors made by you; inferior quality or low-resolution of uploaded images; design errors introduced by you in the document creation process; or errors in user-selected options such as choice of finish, quantity or product type. We will email you visuals for any personalised Products and wait for your confirmation to proceed. Please preview the designs carefully and correct any mistakes prior to placing the Order.

11.2 It is the customer's responsibility to gain authorization to use any copyrighted, trademarked or otherwise, licensed material/ logos in their order. We will not be held liable for use of copyrighted, Trademarked or otherwise licensed logos, designs or artwork in products supplied to your specifications.

12. Cancellation of Orders

12.1 If you wish to cancel an order for Products then the cancellation must be made within 24 hours of the time the Order was placed. If Orders are not cancelled within this period, then a charge may be incurred. We reserve the right to pass on any charges to You that may be incurred due to You placing an order in error.

12.2 If we refund monies to You, We will usually refund You by the method of payment You used.

13. FORCE MAJEURE

13.1 We shall have no liability to You for any failure of or delay in supply or delivery or for any damage or defect to Products supplied or delivered hereunder or for any other liability, in each case that is caused by any event or circumstance beyond our reasonable control, including but not limited to accidents, extreme weather conditions, fire, explosion, flood, storm, earthquake,

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natural disaster, failure of telecommunications networks, mechanical failures, acts of God, terrorist attack, war, civil unrest, riots, strikes, industrial disputes, pandemic, epidemic or any other force majeure event.

14. DATA PROTECTION

14.1 We will only collect and process your personal data when we have a legal basis for processing the same, in accordance with the relevant data protection legislation. More details can be found under our Privacy Policy.

15. ANTI-BRIBERY

15.1 You shall ensure that You and, if applicable, all of your employees, agents, sub-contractors and any other party performing your obligations or exercising your rights under or in connection with these Conditions and/or any other agreement that you may have with Us, complies at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions. You shall, whenever requested by Us, provide evidence of the measures, steps and processes that you take to ensure compliance with the provisions of this clause and the relevant laws, regulations and codes of conduct.

16. EXCLUSION OF LIABILITY

16.1 We shall not be liable in any way for any loss of revenue, profit, goodwill or any consequential or indirect or special loss or damage arising out of the purchase of any Products by You from Us or late or non-delivery of Products. We do not accept liability for any loss from claims of third parties arising out of the use of Goods or Services purchased from us. We shall not be liable for any misrepresentations. We accept zero liability for all losses not specifically mentioned here, as well as any liability for health issues that may occur from the use of Products supplied to You by Us.

17. WARRANTY

17.1 We will endeavour to provide quality Products as standard. Any wear and tear or depletion of goods due to use and wear are not our responsibility and we will not be obliged to replace or refund any goods.

18. LIMITATION OF LIABILITY

18.1 This section deals with the limits and exclusions that apply to our liability to you under these Terms. The provisions do not include or limit in any way our liability for:

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18.1.1 death or personal injury caused by our negligence;

18.1.2 fraud or fraudulent misrepresentation;

18.1.3 or any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

18.2 In respect of any issues with the Products please refer to our returns policy above for further information. We will accept no further liability where we are able to adequately deal with the issue through our returns policy.

18.3 Our total liability to you for all losses arising under or in connection with your Order whether in contract, tort (including negligence), breach or statutory duty or otherwise, shall not exceed the price paid for the Products. The Company shall not be responsible for any unforeseeable consequences of our breach or actions, nor for the losses of any third parties, nor for any indirect losses that you suffer as a result of our failure to comply with these Terms, including, but not limited to, the following categories:

18.3.1 loss of income or revenue;

18.3.2 loss of business;

18.3.3 loss of anticipated savings;

18.3.4 loss of data; or

18.3.5 any waste of time.

19. Authority

19.1 You confirm that you have authority to bind any business (including school / nursery / after school club) on whose behalf you Order any Products.

20. General

20.1 If You do not agree with any of these Terms, please contact Us before making your first Order with Omnia Educational Supplies Ltd.

20.2 Omnia Educational Supplies Ltd will not accept any exclusions or derogations from or amendments or additions to these Terms unless expressly agreed by both sides in writing at the time of or before your first Order.

20.3 If any part of these Terms becomes unenforceable or unlawful, that part shall be deemed to be altered to the minimum extent necessary to restore enforceability, or otherwise shall be severed from the rest of these Terms, which will otherwise continue to be valid to the fullest

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extent permitted by law.

20.4 No waiver by Us of any of these Terms shall be effective unless we expressly say that it is a waiver and we tell you so in writing.

20.5 A person who is not party to these Terms shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.

21. Governing law and Jurisdiction

21.1 These Conditions shall be governed by and construed in all respects in accordance with the laws of England and Wales and shall be subject to the non-exclusive jurisdiction of the English Courts.