

# ASDAN Terms and Conditions for Non-Members

## Website terms

By continuing to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use. This is in combination with our Privacy Policy govern ASDAN's relationship with you in respect of this website.

"ASDAN" refers to the owner of the website whose registered office is ASDAN, Wainbrook House, Hudds Vale Road, St. George, Bristol BS5 7HY.

The use of this website is subject to the following terms of use:

- The content of the pages of this website is for your general information and use only. It is subject to change without notice;
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- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales. Any dispute is subject to the non-exclusive jurisdiction of the courts of England and Wales;
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Disclaimer

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## Trademarks

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## Contact

Contact [design@asdan.org.uk](mailto:design@asdan.org.uk) if you wish to:

- use material contained in this website or ASDAN publications for purposes other than those mentioned above
- use the ASDAN logo

ASDAN welcomes comments and questions on the website and any related services. Please direct your feedback or questions to: [webmaster@asdan.org.uk](mailto:webmaster@asdan.org.uk)

**These terms and conditions are updated on an annual basis. Please save a copy of these terms for your records. You should review our site regularly to ensure that you are aware of any changes to these terms.**

# ASDAN Terms and Conditions for Non-Members

## 1. Terms and conditions of contract

### 1.1. Definitions

In this agreement the following words and expressions have the following meaning:

- 1.1.1. "ASDAN" refers to the charitable organisation ASDAN Ltd providing the services;
- 1.1.2. The "Purchaser" refers to the persons or establishment purchasing products or services from ASDAN without having a Membership agreement with ASDAN;
- 1.1.3. The "Agreement" refers to the contract between the Purchaser and ASDAN;
- 1.1.4. The "Products" refers to selected ASDAN materials and resources available to persons and establishments without an ASDAN Membership agreement.
- 1.1.5. The "Services" refers to the provision of selected ASDAN courses, access to support from ASDAN central office by phone and email, and regular electronic mailings supplied in connection with ASDAN products and services (which may change from time to time at ASDAN's discretion).

### 1.2 The Agreement

- 1.2.1. The Agreement starts on the date that the first purchase is submitted
- 1.2.2. There is no fee associated with the agreement
- 1.2.3. The Purchaser agrees to have in place robust policies and procedures, and that these will be made available to ASDAN on request.

### 1.3 Purchaser contact information

- 1.3.1. The Purchaser must supply an active email address.

### 2.1. Fees

- 2.1.1. Late fees and interest will be charged for invoices not paid within 30 days. Failure to pay may result in legal proceedings.
- 2.1.2. Payment can be made by cheque or by BACS transfer; the remittance must state the Purchaser account number and the invoice number.
- 2.1.3. An additional foreign exchange fee (FXFEE) will be charged per invoice for any Member that is invoiced in a currency other than pound Sterling.

## 2. Fees and payment

### 2.2. Price increases

2.2.1. ASDAN will give at least 30 days' notice of any price increases by amending the prices on the **pricing and fees document**, available within **policies and regulations**. All prices include VAT, where applicable.

2.2.2. Orders received before a price increase will be honoured at the pre-increase price, even if they are processed after the increase date.

# ASDAN Terms and Conditions for Non-Members

2.2.3. Any out of pocket expenses incurred by ASDAN as a result of provision of the Services shall be payable by the Purchaser in addition, including any recovery and postage costs and costs of redelivery as a result of packages being sent to ASDAN by the Purchaser with insufficient postage.

## 2.3. Credit notes

2.3.1. Credit notes must be used within 12 months of issue.

2.3.2. Credit notes issued for the return of goods will be subject to a 10% handling charge.

## 3. Ownership of rights

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in ASDAN materials, and on [ASDAN](#) websites and all content (including all applications) located on the site are owned by ASDAN or its licensors. The Purchaser may not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use ASDAN materials or [ASDAN](#) websites content in any way except for their own personal, non-commercial use. The Purchaser also agrees not to adapt, alter or create a derivative work from any ASDAN materials or [ASDAN](#) websites content except for their own personal, non-commercial use. Any other use of ASDAN materials or [ASDAN](#) websites content requires the prior written permission of ASDAN.

The names, images and logos identifying ASDAN are subject to copyright, design rights and trademarks of ASDAN. Nothing contained in these terms shall be construed as conferring any licence or right to use any trademark, design right or copyright of ASDAN

The Purchaser may not use the ASDAN logo on their website or any other materials without the express permission of the ASDAN Design team.

Any reference to ASDAN, or ASDAN products and Services, on the Purchaser's website or in its publicity materials must not be inaccurate, misleading or misrepresentative.

## 4. Book and other materials

4.1. Unless otherwise agreed in writing, all books and other materials will be delivered in one instalment to the Purchaser's registered address, as in ASDAN's [purchasing procedures](#). The Purchaser is responsible for any errors made by it in the course of ordering books and materials.

4.2. If any products received are misprinted they can be returned, providing they are returned in their original condition within 30 days of the date of the invoice.

## ASDAN Terms and Conditions for Non-Members

4.3. The Purchaser acknowledges and agrees that ASDAN does not accept responsibility for and will not issue any refund in respect of purchases of books and other materials made in error by the Purchaser.

### 5. GDPR and privacy

5.1. ASDAN is committed to maintaining the highest standards in relation to personal data and shall only process personal data in accordance with its Privacy Policy at [www.asdan.org.uk/privacy-notice](http://www.asdan.org.uk/privacy-notice)

5.2. The Purchaser agrees to comply with its obligations under the Data Protection Act 2018 and the General Data Protection Regulation and shall indemnify ASDAN from and against any loss, cost, damages, claims or liabilities suffered or incurred by ASDAN as a result of the Purchaser's breach of this undertaking.

5.3. The Purchaser agrees to have in place robust data protection policies and procedures and to make them available to ASDAN on request.

5.4. ASDAN will not pass any personal data such as email addresses on to third parties for marketing purposes.

### 6. Website access

6.1. The Purchaser is responsible for ensuring that usernames and passwords are kept secure and confidential. If it believes a third party has made use of a user's login details, or used them to obtain unauthorised access to any of ASDAN's websites, it shall inform ASDAN immediately.

6.2. ASDAN reserves the right to withdraw access to restricted areas of its website at any time without notice if it believes that login details have been used by any unauthorised person or organisation.

### 7. Purchasers outside the United Kingdom

7.1. Terms and conditions

International Purchasers are subject to the same terms and conditions as UK Purchasers, as outlined in sections 1-6.2.