



Legal Studios

Terms of Digital Download Sales

This site is directed at England and Wales resident businesses only. If your business is not based in England and Wales, please do not purchase our products. We reserve our right to refuse to supply our products to you without reason

1. The contract between us

- 1.1 Our site is directed exclusively at commercial enterprises in the England and Wales. By using our site or purchasing downloadable digital content ("Content") through it, you are entering into a binding contract with In-House (PBS) Limited on the terms set out herein.
- 1.2 You represent to us that all purchases made by you through our site will be made for purposes integral to your business and will be within the scope of your authority to conclude contracts on behalf of your business.
- 1.3 If you have any queries or concerns about your order, or if there is a problem with your download, please contact a member of our team via accounts@in-houselimited.com. We will aim to respond within five working days.
- 1.4 We must receive payment of the whole of the price for the download(s) that you order before your order can be accepted. Once payment has been received by us the Content should be available to download automatically. These terms are to the exclusion of all other terms, whether express or implied.

2 Price

- 2.1 The prices payable for Content that you order are as set out in our website.
- 2.2 The price shown is inclusive of VAT. If you would like a VAT invoice, please email as via accounts@in-houselimited.com.

3 No right for you to cancel your contract

- 3.1 You warrant that you are not a consumer. It is therefore our intention that the Consumer Protection (Distance Selling) Regulations 2000 do not apply to this contract. Accordingly, there is no right to cancel an order once it has been accepted by us. We do not give refunds, partial or in whole, for Content that has been purchased or downloaded.

4 Content

- 4.1 The Content you purchase and download will be a template document. You agree that you may only use this for internal purposes connected with your business.



- 4.2 As a template, the Content is incomplete. Content is not ready to use. We recommend that Content is reviewed carefully and altered to fit the particular circumstances of your business. If you would like more information about our tailoring service, please contact us via our website.
- 4.3 You use the Content at your own risk. We give no warranty about the Content's fitness for any particular purchase, and we do not guarantee that using the Content will result in any particular outcome or achievement. It is your responsibility to ensure that the Content is tailored to, and appropriate for, your business.
- 4.4 Parts of our Content may be highlighted. Where this is the case, we are drawing to your attention parts of the Content that particularly require tailoring. This may include removing, adding, altering or modifying the Content – this is your responsibility. However, parts that are highlighted are not necessarily the only parts of the Content that may require modification.

5 Liability – YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 5.1 We have no liability to you for delayed or failure of download of Content that is caused by a third party (such as, but not necessary limited to, our website host or platform), or failure or interruption to the internet, or otherwise from circumstances beyond our reasonable control.
- 5.2 Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) howsoever arising. Our maximum liability to you in all circumstances, howsoever arising, shall be limited to the price you paid for the Content purchased from us that gave rise to such liability.
- 5.3 It is your responsibility to check that you are compliant with all applicable laws and regulations. Whilst every effort is made to ensure that Content is legally enforceable, we cannot guarantee that it is. Nor can we guarantee that Content is completely free from defect or error.
- 5.4 **All warranties, conditions or terms relating to fitness for purpose, quality or condition of the products sold via this site, whether express or implied by statute or common law or otherwise, are excluded to the fullest extent permitted by law.**

6 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at In-House (PBS) Limited at The Boat House, Burton Lane End, Burton Waters, Lincoln LN1 2UA and all notices from us to you will be displayed on our website from to time.

7 Events beyond our control

We shall have no liability to you for any failure to deliver Content you have ordered or any delay in doing so or any defect or error in Content that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, failure of suppliers, lock-outs and



other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

8 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

9 Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the United Kingdom Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

10 Intellectual Property

- 10.1 All intellectual property, including copyright, in Content, and any other product or content on our site, belongs to and remains vested in In-House (PBS) Limited.
- 10.2 By purchasing and downloading Content, you are hereby granted a revocable, non-exclusive, royalty free licence to use the Content for internal purposes connected with your business.
- 10.3 You may not resell, exploit, licence or profiteer, or attempt to do one or more of those things, from Content without our express permission.

11 Entire agreement

These terms and conditions, together with our current website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.

12 Governing law

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any disputes between us.