

Terms and Conditions for Supply of Goods, Services and Digital Content

1 Definitions

1.1 When the following words with capital letters are used in these Core Terms, this is what they will mean:

Contract: the contract between us arising under clause 2.5 and incorporating your Order, our Order Confirmation, these Core Terms and any Special Terms;

Core Terms: the terms and conditions set out in this document;

Device: any electronic device to which Digital Content is delivered under the Contract;

Digital Content: means data which we sell or supply in digital form, such as documents, images, computer programs, metadata, applications, games, music, videos or text, irrespective of whether they are accessed through downloading or streaming and as set out in the Order and Order Confirmation;

Event Outside Our Control: is defined in clause 15.2;

Goods: the goods that we are selling to you as set out in the Order and Order Confirmation;

Order: your order for the Goods and/or Services and/or Digital Content, which in the case of Services may be an application or registration form;

Order Confirmation: our written confirmation of acceptance of your Order, which in the case of Services may include instructions for the use of the Services;

Product: any product we create for you as a result of providing Services to you, as set out in the Order and Order Confirmation;

Services: the services that we are providing and selling to you as set out in the Order and Order Confirmation;

Special Terms: any additional terms (including any detailed description) relating to specific Goods, Services or Digital Content which are brought to your attention before the Contract is made and which will apply to your Contract;

we/our/us: THE BRITISH LIBRARY BOARD of 96 Euston Road London NW1 2DB;

you/your: you, the customer.

1.2 When we use the words "writing" or "written" in these Core Terms, this will include e-mail unless we say otherwise.

2 Our Contract with you

2.1 These Core Terms, together with any relevant Special Terms, are the terms and conditions on which we supply Goods, Services or Digital Content, or any combination of them, to you.

- 2.2 Please read the Core Terms and the Special Terms carefully, as they are the basis of the Contract which forms the legal and commercial relationship between you and us.
- 2.3 By placing an Order with us you are confirming and guaranteeing that:
- 2.3.1 you are over eighteen (and we reserve the right to require proof of age); and
 - 2.3.2 if you are entering into a Contract on behalf of a business or third party, you have the appropriate authority to do so; and
 - 2.3.3 you will be liable to us for the performance of all obligations under the Contract.
- 2.4 Please check that the details of your Order are correct and accurate before you submit it, as we cannot guarantee to be able to meet any request to change it once we have issued an Order Confirmation. If you think that you have made a mistake or would like to request any changes to your Order, please contact us as set out in clause 19 or any Special Terms.

Please see also clause 4 and clause 16 which set out in more detail the circumstances in which you may cancel a Contract.

- 2.5 The Contract will come into force between you and us when we issue an Order Confirmation to you. The Contract will comprise your Order, our Order Confirmation, these Core Terms and any Special Terms.
- 2.6 In the case of any discrepancies, please note that:
- 2.6.1 the Order Confirmation will take precedence over both the Order, these Core Terms and any Special Terms, and
 - 2.6.2 Special Terms will take precedence over these Core Terms,
- but in each case only to the extent of the discrepancy and with the exception that if you are entering into the Contract as a consumer, nothing in any Order Confirmation or Special Terms will take precedence over your statutory rights.
- 2.7 The Order Confirmation will assign a number or reference to your Order. Please quote it in all communications with us regarding your Order.
- 2.8 Please note that we may refuse to accept any Order and we are not obliged to supply any Goods, Services or Digital Content to you unless and until we issue an Order Confirmation to you. If requested, we will let you know the reason for any refusal. Please contact us as set out in clause 19.

3 Changes to the Core Terms and Special Terms

- 3.1 We may revise these Core Terms and any Special Terms from time to time to reflect the following circumstances:
- 3.1.1 changes in relevant laws and regulatory requirements or official or industry guidance; or
 - 3.1.2 changes in our processes or procedures or ways of doing business.
- 3.2 The version of the Core Terms and any Special Terms which will apply to your Order are those that are published on our website [LINK] at the time you submit your Order. If we have to revise them under clause 3.1 before the Contract comes into force or before we deliver the Goods, Services or Digital Content to you, we will let you know when issuing the Order Confirmation or, if it has already been issued, as soon as

possible. In those circumstances you may also opt to cancel the contract in accordance with clause 16.7.1.

4 Changes to Orders and Order Cancellation

4.1 We will do what we reasonably can to accommodate requests to change or amend your Order after the Contract has been made. Please note that we may not be able to accept changes to your Order if it is for custom-made Goods or bespoke Digital Services or for Services which involve our incurring any preliminary expense, including incurring or promising payment to a third party (in which case we will notify you in advance that this is the case). You may request a change to your Order at any time before we despatch the Goods or make the Digital Services available to you or start to deliver the Services by contacting us as set out in clause 19 or any Special Terms.

If we are able to accommodate your request, we will notify you in writing if there is any change in the price or any other changes to the Contract and we will issue an amended Order Confirmation. If you decide not to proceed with the amended Order you may cancel the Order within 14 calendar days under clause 16.

4.2 **Additional rights to cancel are set out in detail in clause 16. Please note that there are certain circumstances in which they do not apply and these are also set out in clause 16.**

5 Goods: conformity with description

5.1 Images of Goods on our website and in our catalogues and brochures are primarily for illustrative purposes. Although we have made every effort to display the Goods accurately, we cannot guarantee that the images are totally accurate (for example, as to exact colours, as these may be distorted by photography or light conditions) and your Goods may vary slightly from those images. This is particularly the case with Goods that are handmade and with copies of documents, which are dependent on the quality of the original document. If you wish to discuss any purchase of Goods with us please contact us as set out in clause 19 or any Special Terms.

5.2 All sizes, weights, capacities, dimensions and measurements indicated in any written description of the Goods may be subject to minor tolerance variations and we cannot guarantee their absolute accuracy. Please contact us as set out in clause 19 or any Special Terms if you have specific requirements so that we can discuss the suitability of the Goods with you.

5.3 In the case of custom-made Goods, we make them to meet the measurements or specification you provide. You can find information and tips on how to measure or complete your specification by following the instructions set out in any relevant Special Terms. Please make sure your measurements are correct as we cannot accept the return of custom-made Goods if the reason for the return is your failure to provide us with correct measurements or details. **Note that this will not affect your rights in relation to custom-made Goods that are otherwise faulty or not as described.**

5.4 Where relevant we will inform you in writing (either through the Special Terms or the Order Confirmation) of any limitations and restrictions on the use of the Goods. This may include copyright restrictions or licence terms imposed by us or a third party or restrictions on the purposes for which the Goods are intended. Note that we do not guarantee that you will have any right to use, or that we have the right to sell, the Goods free of those limitations or restrictions or for any other purpose. This is the case even if you inform us that you wish or intend to use the Goods for a specific purpose. If you are uncertain of the suitability of the Goods for any specific purpose, please contact us as set out in clause 19 or any Special Terms.

6 Delivery of Goods

- 6.1 Please note that timescales for delivery and delivery charges may vary depending on the availability of the Goods, any premium payment for delivery and your address. Please see the relevant Special Terms to see the options for delivery.
- 6.2 Your Order Confirmation will include an estimated delivery date which, unless clause 6.3 applies, will be no later than 30 days after the day on which we issued your Order Confirmation.
- 6.3 We cannot guarantee to deliver your Goods within the 30 day period if:
- 6.3.1 they are advertised for sale on the basis of a longer delivery date; or
 - 6.3.2 they are custom-made, in which case we will give you our best estimate of the delivery date; or
 - 6.3.3 delivery is affected by an Event Outside Our Control, in which case clause 15 sets out our responsibilities; or
 - 6.3.4 we have notified you on the Order Confirmation that delivery within 30 days may not be possible, in which case you may cancel the Contract under clause 16.
- 6.4 If we offer the option of collecting the Goods from us, the times at which and terms on which you may do this will be set out in the relevant Special Terms.
- 6.5 If we are not able to deliver the whole of the Order at one time we may deliver it in instalments. We will not charge you extra delivery costs for this.
- 6.6 If we miss the 30 day delivery deadline for any Goods then, unless clause 6.3 applies, you may cancel the Contract immediately.
- 6.7 If you do not wish to cancel your order under clause 6.6, you can give us a new deadline for delivery, which must be reasonable, and you can cancel the Contract if we do not meet the new deadline.
- 6.8 If you do choose to cancel your Order for late delivery under clause 6.6 or clause 6.7, you can do so for just some of the Goods or all of them, unless splitting them up would significantly reduce their value. If the Goods have been delivered to you, you will have to return them to us or allow us to collect them, and we will pay the costs of this. After you cancel the Contract we will refund any sums you have paid to us for the cancelled Goods and their delivery.
- 6.9 The Goods will be your responsibility from the time that we deliver them to you or to a place or address notified to us by you.

7 Goods: quality and standards

- 7.1 If you are a consumer, you have legal rights in relation to Goods that are faulty or not as described and we are under a legal duty to supply Goods that are in conformity with the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in the Contract will reduce or remove your legal rights.
- 7.2 We guarantee that on delivery and for a reasonable period thereafter, the Goods will be free from material defects and fit for any advertised purpose. This guarantee does not apply in the circumstances described in clause 7.3.

- 7.3 The guarantee in clause 7.2 does not apply where Goods are advertised for sale with a specific warranty period (in which case that period will be deemed to be reasonable for the purposes of clause 7.2) or in the case of any defect in the Goods:
- 7.3.1 in the case of Goods which are copies of originals, arising from errors or omissions already present in the original;
 - 7.3.2 arising from normal wear and tear;
 - 7.3.3 arising from abnormal use or from use for a purpose other than as advertised;
 - 7.3.4 if you fail to use or consume the Goods by any notified end date;
 - 7.3.5 caused by wilful damage, abnormal storage or working conditions, accident, negligence by you or by any third party;
 - 7.3.6 if you fail to operate or use the Goods in accordance with any user instructions;
 - 7.3.7 arising from any alteration or repair by you or by a third party unless authorised by us; or
 - 7.3.8 arising where we have followed any specification provided by you.
- 7.4 If you would like to exercise your rights referred to in clause 7.1 or set out in clause 7.2, please let us know immediately by contacting as set out in clause 19.
- 7.5 If we receive your notification under clause 7.4 within 30 calendar days of delivery of the Goods to you, you may either opt to return the Goods to us and we will refund the price of the Goods and the cost of delivery and return to you or you may proceed as set out in clause 7.6.
- 7.6 If we receive your notification under clause 7.4 more than 30 calendar days after delivery of the Goods to you, we may either repair or replace the Goods at our option. If, following the repair or replacement, the Goods still fail to comply with the Contract you may either reject them (in which case you must return them to us at our expense) or you may retain them and receive a partial refund.
- 7.7 Some Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's written guarantee provided with the Goods. This guarantee is in addition to, and does not affect, our guarantee under clause 7.2.

8 Digital Content: conformity with description

- 8.1 Images of Digital Content on our website and in our catalogues and brochures are of the Digital Content as downloaded and scanned or printed and photographed by us. We cannot guarantee that your Device will produce the same results nor that our images are totally accurate (for example, as to exact colours, as these may be distorted by photography or light conditions) and you may notice variations when you scan, print or photograph them yourself. If you wish to discuss any purchase of Digital Content with us please contact us as set out in clause 19 or any Special Terms.
- 8.2 Where relevant we will inform you in writing (either through the Special Terms or the Order Confirmation) of any limitations and restrictions on the use of the Digital Content. This may include copyright restrictions or licence terms imposed by us or a third party or restrictions on the purposes for which the Digital Content is intended. Note that you will not have any right to use the Digital Content free of those limitations or restrictions. This is the case even if you inform us that you wish or intend to use the Digital Content for a specific purpose. If you are uncertain of the

permitted use of any Digital Content, please contact us as set out in clause 19 or any Special Terms.

9 Delivery of Digital Content

- 9.1 Delivery of Digital Content may be dependent both on the technical specification, functionality and quality of your Device and on any third party provider of services through which it is delivered (e.g., an internet services provider). Although we identify as far as reasonably possible any specific technical requirements for appropriate Devices or for delivery we cannot and do not take responsibility for any failure or incompatibility of your Device or of any third party provider.
- 9.2 Digital Content is delivered to you and is at your risk either when it is received by your third party service provider or on your Device, whichever is earlier.

10 Digital Content: quality and standards

- 10.1 If you are a consumer, you have legal rights in relation to Digital Content that is faulty, unfit for purpose or not as described and we are under a legal duty to supply Digital Content that is in conformity with the Contract. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in the Contract will reduce or remove your legal rights.
- 10.2 We guarantee that, subject to clause 8.2, at the point of delivery under clause 9.2, the Digital Content will be free from material defects and fit for any purpose for which it is advertised.
- 10.3 The guarantee in clause 10.2 does not apply to any non-compliance in the Digital Content:
- 10.3.1 in the case of Digital Content which is a copy of an original document, image or other artefact, arising from errors or omissions already present in the original;
 - 10.3.2 arising from any commercial use you make of it (unless permitted under the Special Terms);
 - 10.3.3 arising from use for a purpose other than as advertised;
 - 10.3.4 caused by any virus or any other defect originating in your Device;
 - 10.3.5 caused by any virus or defect introduced by any third party provider of digital services;
 - 10.3.6 if you fail to use the Digital Content in accordance with any user instructions;
 - 10.3.7 arising from any attempt by you (successful or otherwise) to adapt, reverse engineer, decompile, disassemble, modify or make error corrections to or vary the Digital Content.
- 10.4 If you would like to exercise your rights referred to in clause 10.1 or arising under clause 10.2, please let us know immediately by contacting us as set out in clause 19.
- 10.5 If the Digital Content does not comply with your rights referred to in clause 10.1 or with our guarantee in clause 10.2, then, unless we elect to correct the non-compliance and do so within a reasonable time, we will refund the price of the Digital Content to you.

11 Delivery of Services

- 11.1 We will deliver the Services to you from the date set out in the Order Confirmation or if no date is set out, within 30 calendar days of the issue of the Order Confirmation.
- 11.2 We will make every effort to complete the Services on time. However, there may be delays due to an Event Outside Our Control. See clause 15 for our responsibilities when an Event Outside Our Control happens.
- 11.3 We may need certain information from you to enable us to provide the Services, for example, measurements. If you fail to provide us with this information, or you provide us with incomplete or incorrect information, we may do any of the following:
- 11.3.1 make an additional charge of a reasonable sum to cover any extra work that is required, and/or
 - 11.3.2 suspend the Services until you provide the requested information, and/or
 - 11.3.3 cancel the Contract under clause 18,
- and we will not be liable for any delay where you have not provided this information to us after we have asked. If we suspend the Services under this clause 11.3, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay any invoices for Services we have already performed.
- 11.4 If you do not pay us for the Services when you are supposed to as set out in clause 13.6, We may suspend the Services with immediate effect until you have paid all outstanding amounts (except where you dispute an invoice under clause 13.11). We may also exercise our right to charge you interest under clause 13.7.
- 11.5 If we design or produce a Product for you then, unless we agree otherwise as confirmed by the Order Confirmation, we will own the copyright, design right and all other intellectual property rights in the Product and any drafts, drawings or illustrations we make in connection with the Product.

12 Services: quality and standards

- 12.1 If you are a consumer, you have legal rights in relation to Services which are not carried out with reasonable skill and care, or if the materials we use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in the Contract will reduce or remove your legal rights.
- 12.2 We guarantee that we will provide the Services with reasonable skill and care, using our experience and expertise and in accordance with any written or spoken statement we made which you can show you relied on in placing your Order.
- 12.3 If you wish to exercise your rights under clause 12.1 or if we fail to comply with our guarantee under clause 12.1:
- 12.3.1 you should contact us as set out in clause 19 and let us know as soon as reasonably possible; and
 - 12.3.2 you must give us a reasonable opportunity to re-perform the Services to repair or fix any defect; and
 - 12.3.3 we will use every effort to repair or fix the defect within a reasonable time; and
 - 12.3.4 if we are unable to re-perform the Services or cannot do so within a reasonable time, you will be entitled to a reasonable reduction in the price, up to and including a full refund.

- 12.4 You will not have to pay for us to repair or fix a defect with the Services or any Product under this clause 12.1.

13 Price and payment

- 13.1 The price of the Goods, Digital Content and/or the Services will be set out or referred to in the Special Terms in force at the time you place your Order. Our prices may change at any time, but price changes will not affect Orders that you have already placed. By placing an Order you acknowledge that you have made an informed choice to buy from us and we do not guarantee that Goods, Digital Content or Services that you order from us will not be available cheaper elsewhere.
- 13.2 Our prices will be stated to be either inclusive or exclusive of VAT. They may also be subject to other local taxes and import or export taxes as set out in the Special Terms. Note that if the rate of any of these taxes changes between the date of the Order and the date of delivery or performance, we will adjust the rate that you pay, unless you have already paid for the Goods and/or Services in full before the change in rate takes effect.
- 13.3 Please check in the Special Terms whether the prices for Goods include delivery costs, which where applicable will be added to the total amount due.
- 13.4 From time to time Goods, Services or Digital Content may be incorrectly priced. Where the correct price is lower than our stated price, we will charge the lower amount. If the correct price is higher than the price stated, we will contact you to let you know and to invite you to re-submit your Order.
- 13.5 Unless you have a business account with us, you must pay for Goods and Digital Content in advance by credit or debit card. We will charge your credit or debit card either when you submit your Order or when we issue an Order Confirmation to you or when we despatch the Goods or deliver the Digital Content to you/ as set out on the Order Confirmation.
- 13.6 Where we are providing Services to you, we may ask you to make an advance payment. We will invoice you for the balance of the cost of the Services on or any time after we have performed them and may require you to pay by instalments, in each case as set out in the Order Confirmation. Each invoice will quote the Order number. You must pay each invoice in cleared monies within thirty (30) calendar days. Your rights to a refund on cancellation are set out in clause 16.
- 13.7 If you have a business account with us, you must pay our invoices in full within 30 days of the invoice date.
- 13.8 If you dispute the amount of any invoice:
- 13.8.1 you must notify us in writing as soon as possible setting out the grounds of your dispute; and
 - 13.8.2 pay any undisputed amount by the due date.
- 13.9 Any disputes regarding the payment of invoices will be dealt with under clause 19.3.
- 13.10 If you do not make any payment due to us by the due date for payment, we may do any or all of the following:
- 13.10.1 charge you interest on the overdue amount at the statutory rate which may apply to the Contract; and/or
 - 13.10.2 take action to recover the outstanding amount and interest, together with any reasonable costs incurred; and/or

13.10.3 suspend provision or delivery of all Goods, Digital Content or Services until we have received payment in full.

13.11 Interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether or not we have obtained a court judgement against you. You must pay us interest together with all overdue amounts. However, if you dispute an invoice in good faith and contact us to let us know promptly after you have received an invoice that you dispute it, clause 13.10 will not apply to the disputed amount for the period of the dispute.

14 Our liability to you

14.1 We are responsible for any loss or damage you suffer that is a foreseeable result of our breach of the Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious and direct consequence of our breach or negligence or if it was the kind of loss either you or we contemplated at the time we entered into the Contract.

14.2 We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your Order and payment secure, but in the absence of negligence on our part, we will not be liable for any loss you may suffer if a third party gains unauthorised access to any data you provide when entering into a Contract.

14.3 Unless expressly permitted under the Special Terms or the Order Confirmation, you must not use the Goods and/or Digital Content and/or Services and/or Products for any commercial, business or re-sale purpose. Even if commercial use is permitted, we shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14.4 We do not exclude or limit our liability for:

14.4.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;

14.4.2 fraud or fraudulent misrepresentation;

14.4.3 breach of any statutory obligations for which liability cannot be limited or excluded.

15 Events Outside Our Control

15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by an Event Outside Our Control.

15.2 An Event Outside Our Control means any act or event beyond our reasonable control which may include strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

15.3 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

15.3.1 we will contact you as soon as reasonably possible to notify you; and

15.3.2 our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Goods or Digital Content to you, we will arrange a new delivery

date with you after the Event Outside Our Control is over. Where the Event Outside Our Control affects our performance of Services to you, we will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

- 15.4 You may cancel the Contract if an Event Outside Our Control takes place and you no longer wish us to provide the Goods and/or Digital Content and/or Services. Please see your cancellation rights under clause 16. We may also cancel the Contract in accordance with our cancellation rights in clause 18 but only if the Event Outside Our Control continues for longer than twelve (12) weeks.

16 Your right to cancel: Goods, Digital Content and Services which are in compliance with Contract

- 16.1 You have the following rights to cancel the Contract **except in the circumstances listed in clause 16.6:**

16.1.1 you may cancel any Contract for the supply of Digital Content and/or Services at any time before the expiry of 14 calendar days after receiving an Order Confirmation;

16.1.2 you may cancel any Contract for the supply of Goods at any time before the expiry of 14 calendar days after delivery of the Goods under clause 6.9;

in each case by contacting us as follows:

Customer-Services-Orders@bl.uk;

We will confirm your cancellation in writing to you.

- 16.2 Subject to clause 16.4, if you cancel a Contract under clause 16.1 and you have made any payment in advance for Services that have not been provided to you, or made any payment for Goods that have not been delivered to you, we will refund these amounts and any delivery charges to you.
- 16.3 If you cancel a Contract for Goods which have already been despatched to you, you must return them to us at your own cost.
- 16.4 If you cancel a Contract for Services under clause 16.1.1 and we have incurred any preliminary expense of which we have notified you, you must pay us any costs we have incurred in starting to fulfil the Contract, and this charge will be deducted from any refund that is due to you or, if no refund is due to you, will be invoiced and payable by you.
- 16.5 If you cancel a Contract because of any failure by us to comply with its terms, you do not have to make any payment to us for the Goods or Services or for any other charge we have incurred (including delivery and return costs).
- 16.6 Please note that your right to cancel under clause 16.1 does not apply:
- 16.6.1 in the case of the following Goods: custom-made goods; perishable Goods; personal items including jewellery; perfume and cosmetics which have been opened; electronic Goods which have been opened or used; tickets for dated events;
- and will cease to apply:
- 16.6.2 in the case of Digital Content, from the point at which you confirm that we may deliver it to your Device ;

16.6.3 in the case of Services, from the point at which we start to perform them at your request;

and you acknowledge that you will lose your right to cancel in these circumstances.

16.7 Subject to the same exceptions set out in clause 16.6, you may also cancel a Contract by contacting us as set out in clause 16.1 with immediate effect:

16.7.1 In the circumstances set out in clause 3.2 if we change these Core Terms or the Special Terms under clause 3.1 to your material disadvantage; or

16.7.2 if you opt to do so under clause 4.1, clause 6.6 or clause 6.7; or

16.7.3 if we are affected by an Event Outside Our Control.

17 Goods, Digital Content and Services which are not in compliance with the Contract

17.1 Your rights of cancellation set out in clause 16 are in addition to your rights (including rights to cancel the Contract) if the Goods, Services or Digital Content you have ordered do not comply with the Contract. If you cancel the Contract in these circumstances you will not have to pay anything, including the cost of delivery or return of Goods.

18 Our right to cancel

18.1 We may have to cancel a Contract before the start date for the delivery of the Services or before the Goods or Digital Content are delivered, due to an Event Outside Our Control or the unavailability of stock or (in the case of Services) key personnel or key materials without which we cannot provide the Services. If this happens:

18.1.1 we will contact you promptly to let you know;

18.1.2 if you have made any payment in advance for Services that have not been provided to you, or Goods or Digital Content that have not been delivered to you, we will refund these amounts to you;

18.1.3 where we have already started to deliver the Services or manufacture custom-made Goods, we will not charge you anything and you will not have to make any payment to us;

although if we are reasonably able to do so, we will give you the option of agreeing to the suspension of the Contract pending the ending of the Event Outside Our Control.

18.2 Once we have begun to provide the Services to you, we may cancel the contract for the Services at any time by providing you with at least 30 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you.

18.3 We may cancel a Contract for Services at any time with immediate effect by giving you written notice if:

18.3.1 you do not pay us when you are supposed to as set out in clause 13.6 and this will not affect our right to charge you interest under clause 13.7; or

18.3.2 you break the contract in any other material way and you do not correct or fix the situation within a reasonable time days of our asking you to do so in writing.

19 Information about us and how to contact us

- 19.1 Our address is The British Library, 96, Euston Road, London, NW1 2DB. Our registered VAT number is GB 240 6927 6.
- 19.2 If you have any questions or if you have any complaints, please contact us. You can contact us by post, email or telephone at:
- Post: Customer Services, The British Library, Boston Spa, Wetherby, West Yorkshire, LS23 7BQ
- email: customer-services@bl.uk
- telephone: (0)1937 546060
- Please also see our Complaints Policy at: <http://www.bl.uk/about-us/governance/policies/complaints>
- 19.3 If you are not happy with the way we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Our dispute resolution provider is the Centre for Alternative Dispute Resolution (CEDR) <https://www.cedr.com/>. Please contact us as set out in clause 19.2 if you wish to use this service. In addition, please note that disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <https://webgate.ec.europa.eu/odr>.

20 How we use your personal information

- 20.1 Any personal information that you provide to the British Library will be processed in accordance with all relevant legislation as set out in our privacy policy <http://www.bl.uk/about-us/governance/policies/privacy/>.
- 20.2 In particular, we will use the information that you provide to send you information necessary for the fulfilment of the Contract (for example, order confirmations, receipts etc.), and to supply you with the Goods or Services that you order.
- 20.3 Credit/debit card payments are handled on our behalf by Paysafe Group plc via processes that are compliant with the Payment Card Industry Data Security Standard (PCI DSS).

21 Other important terms

- 21.1 You may transfer any guarantee we give with Goods or Digital Content to someone else. Otherwise you may not transfer or subcontract your rights or obligations under the Contract to anyone else unless we confirm in writing that we agree to your doing so. We may transfer or subcontract our rights and obligations under the Contract to a third party but this will not affect your rights or our obligations under the Contract.
- 21.2 The Contract is between you and us and no other person claiming through you shall have any rights to enforce any of its terms. However, please note that copyright owners and third parties who licence material to us may have rights to enforce their rights directly against you. These rights are explained in any relevant Special Terms.
- 21.3 The clauses and sub-clauses of these Core Terms operate separately. If any court or relevant authority decides that any of them is unlawful, the others will remain in full force and effect.

- 21.4 If we fail to insist that you perform any of your obligations under the Contract or if we do not enforce our rights against you, or delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.
- 21.5 The Contract takes effect in the English language, is governed by English law and is subject to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 21.6 If you are entering into the Contract as a consumer resident in a European Union member state, you will benefit from any mandatory provisions of the law of the member state in which you are resident. Nothing in the Contract will affect your legal rights under such mandatory provisions of local law.