



Introduction

- (1) These terms and conditions are incorporated into all contracts for the supply of goods (“Goods”) LawAfrica Publishing Limited trading as LawAfrica (“the Supplier”). They supersede any previously issued Terms and Conditions of Supply.
- (2) Goods supplied may differ in non-material respects from those advertised in the Supplier’s catalogue or other promotional material.
- (3) The content of any publication sold to the Customer is subject to Copyright and may not be reproduced without the express written permission of the Supplier or as permitted by Law. In the event that any third party, other than the Supplier, holds any intellectual property rights in the goods sold under this Agreement, such third party has the right to enforce their own intellectual property rights in addition to any rights held/owned by the Supplier.
- (4) Save as referred to in clause 3 above, no third party rights are granted or acquired as a result of this Agreement.
- (5) These terms and conditions will be interpreted in accordance with the Laws of Kenya.

Acceptance of Orders

- 2.1 Any quotation relating to Goods supplied by Supplier and any catalogue, mailshot or other advertisement of such Goods shall not constitute an offer capable of acceptance by Customer but an invitation to place an Order. Orders shall be accepted entirely at the discretion of Suppliers and if accepted are governed by these Conditions.
- 2.2 These Conditions shall override any contrary, different or additional terms or conditions contained or referred to in Customer’s Order or in any other correspondence or documents from that Customer and (subject to clause 2.4) no addition, alteration or substitution of these Conditions will bind Supplier or form part of any Contract unless expressly accepted in writing by a person authorized to sign on Supplier’s behalf.
- 2.3 An Order shall be deemed to have been accepted by Supplier on the earliest of:
 - 2.3.1 The acceptance by Supplier of payment in cleared funds for the Goods
 - 2.3.2 Dispatch to Customer of a note advising that the Contract has been recorded and will be fulfilled once the Goods to which the advice note relates are available;
 - 2.3.3 Delivery of the Goods to Customer or Customer’s nominee (which in the case of subscription products shall mean delivery of any component part of the Goods); or

2.3.4 In the case of Goods which are services, commencement by Supplier of supply of the said service or Supplier having provided Customer with access to the said service.

2.4 Where Goods are or include any item of software or online or other service, these Conditions shall apply as varied and augmented by the appropriate software licences (copies available on request) or terms and conditions relating to the said service ("Service Terms). Where Goods are supplied subject to Trade Terms these Conditions shall apply as varied and augmented by Supplier's Trade Terms. In the event of conflict between these Conditions and the abovementioned other documents, the software license, Service Terms or the Trade Terms (as appropriate) shall prevail.

Price

- (6) Subject to paragraphs 7, 8 and 9 below the price payable for Goods shall be the total price specified in the Suppliers current price list or catalogue, less any discounts agreed in advance in writing by the Supplier and plus the applicable cost of packaging, postage and delivery ('Delivery Charges). Prices and Delivery Charges may be subject to change without notice where such change is due to circumstances beyond the reasonable control of the Supplier.
- (7) Discounts agreed by the Supplier as at the date of these terms and conditions shall continue to have effect for the remainder of the term of the relevant agreement.
- (8) The price payable for updating material for printed encyclopedic and loose-leaf publications, shall be the price advised by the Supplier at the time of publication.
- (9) All prices are not inclusive of VAT which shall be payable in addition by the Customer at the applicable rate.

Payment Terms

- (10) Unless otherwise agreed in writing by the Supplier all invoices are payable within thirty (30) days of the date of invoice, in the currency of the invoice, drawn on a bank based in Kenya or by such other method as is agreed in advance by the Supplier.
- (11) Failure to pay all amounts due by the due date may result, at the Suppliers absolute discretion, to:
 - (a) cancel or suspend any further deliveries to Customer (under any Contract)
 - (b) appropriate any payment made by Customer to such of the Goods under this or any other Contract) as Supplier may think fit (notwithstanding any purported appropriation by Customer); and
 - (c) charge Customer interest (both before and after any judgement) on the outstanding amount at a rate of 2% per annum above the base rate of the Central Bank of Kenya from time to time, until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).

- (12) Customer shall reimburse Supplier (on a full indemnity basis) all costs and expenses incurred by Supplier in connection with the recovery of any money due to Supplier under the Contract.

Credit Terms

- (13) The Supplier may set and vary credit limits from time to time and withhold all further supplies if the customer exceeds such credit limit.

Online and CD products

- (14) Online and CD products are supplied subject to the terms and conditions of the respective service and must be agreed separately in writing. You are required to accept such terms and conditions before first using the relevant service. Use of the product is implied acceptance of the terms and conditions of such service.

Subscriptions

- (15) Pay In Advance ("PIA Subscriptions")

- (a) PIA Subscriptions commence on the date of order or other date specified by the Supplier ('Commencement Date') and continue until terminated by the Supplier by no less than 30 days written notice or by the Customer 30 days prior to an anniversary of the Commencement Date or within 30 days of the Supplier's notice given under paragraph 14(c) below, whichever is the later.
- (b) The price for the first year of any PIA subscription is the Supplier's list price at the date of the order. The price for subsequent years is the Supplier's list price at the anniversary of the Commencement Date and as may be notified in any renewal invoice.
- (c) The Supplier will notify the customer in writing (whether by letter, renewal invoice, fax or email) before each anniversary of the Commencement Date of the price payable for the next 12 months.

- (16) Pay As You Go ("PAYG") Subscriptions.

Updates to printed encyclopaedic and loose-leaf services which are not subject to a PIA Subscription will be invoiced upon publication.

Unless a minimum terms is agreed, the Customer may terminate PAYG Subscriptions by 30 days written notice to expire at any time.

Delivery

- (17) Orders for printed and CD products are accepted by the Supplier subject to availability of stock and may be delivered in two or more instalments. The Supplier has no liability for any loss of trade or profit to the customer as a result of delay in delivery or delivery of incorrect or faulty goods.

- (18) Delivery will be made to the address specified on the order by the customer or it's agent, or to a carrier designated by the customer, or to other such addresses as are notified to the Supplier from time to time.
- (19) Risk in Goods passes to the customer on delivery under paragraph 17 above. Title to Goods other than updates supplied under PIA Subscriptions will pass to the customer on payment in full. Title in updates supplied under PIA Subscriptions will pass on delivery.
- (20) Time is not of the essence for delivery of Goods and the Supplier's liability for incorrect delivery or failure to deliver is limited to the replacement of Goods.

Cancellation of Contracts

- 6.1 In Contracts for Goods which are sold on a charge by release basis, Customer agrees to purchase such further releases as are published by Supplier unless the Contract is cancelled by Customer in accordance with clause 6.2.2
- 6.2 Customer may cancel a Contract as follows. For Goods sold:
 - 6.2.1 on a subscription basis, at any time in writing but such cancellation shall not be effective until the end of the current subscription period. Renewal notices will not then be issued for the next subscription period. Refunds will only be given in exceptional circumstances and entirely at the discretion of Supplier; or
 - 6.2.2 on a charge by release basis, at any time in writing prior to the publication of the next release of the said product;
 - 6.2.3 other than as provided in sub-clause 6.2.1 or 6.2.2 no other Contracts may be cancelled without the agreement of Supplier.

Loss or Damage in Transit

- (21) Claims for damage or partial delivery or complete loss of consignment must be notified within thirty (30) days of the date of invoice.

Returns

- (22) Returns of printed Goods other than Goods supplied under PIA or PAYG Subscriptions will be accepted for credit provided they are received at the Supplier's warehouse within thirty (30) days of the date of invoice, and are accompanied by a copy of the returns note/invoice, have a valid authorisation code (please obtain from Customer Services before returning goods) and are in a condition fit for re-sale. Refunds will be given only where the Goods returned are in a condition fit for resale and there are no other amounts outstanding and due on the customer's credit account with the Supplier.

Suppliers Liability

- (23) The Suppliers liability to the customer for negligence, breach of contract and statutory duty is limited to the cost of replacing the goods ordered. It is not intended that any contract between the Supplier and the customer for the supply of Goods should be enforceable by

any third party. Nothing in this Agreement is intended to limit liability for death or personal injury.

- (24) Supplier accepts no liability for any reliance placed upon the contents of any publication supplied. The said material is intended for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.
- (25) Any waiver by the Supplier of any of these terms and conditions shall be limited to the particular instance and shall not operate or be deemed to operate as a future waiver of that or any other term.

Notices

- (26) Notices sent by the customer must be sent by prepaid post to the Supplier's Customer Services Department at the address on the most recently delivered invoice. Such notices must state the customers name and (where applicable) account number. Notices sent by the Supplier will be sent to the customer's last known address.

How to Return a Book

All merchandise accepted on delivery are subject to the following conditions:

- 1. No goods can be returned without prior authorization**
- 2. All returns must be accompanied by the invoice and a valid authorization code. To request an authorization code, please call Main Finance Department +254.20.2722592**
- 3. No returns can be accepted after 21 days following the date of invoice**
- 4. All goods returned must be in re-sellable condition**