

Information:

Drawer: Accounts Payable - Invoices  
Vendor Number: 1481055  
Vendor Name: Bloomsbury Publishing Inc  
Invoice Number: BUS37268  
Invoice Date: 3/24/2022  
PO Number: P0002619  
Check Number: E0089921  
Check Amount: \$ 1,467.09  
Check Date: 06/07/2022  
Voucher Number: V0740016  
Document Type: AP Invoice

Document Below



B L O O M S B U R Y

Bloomsbury Publishing Plc (Subs), 1395 Broadway, Fifth Floor, New York, NY 10018 USA

## Invoice

**Invoice address:**

College Of Dupage  
ATTN: Ms Anna Gay  
25 22nd Street  
Glen Ellyn  
IL 60137  
USA

Invoice Number: BUS37268

Invoice Date: 24 March 2022

Our Ref: 206445/564409

| Description                                   | ISBN          | License      | Quantity | Access start | Access end  |
|---|---------------|--------------|----------|--------------|-------------|
| <b>Renewal of Bloomsbury Fashion Central:</b> |               |              |          |              |             |
| Bloomsbury Fashion Business Cases             | 9781526595140 | Subscription | 1        | 01 Mar 2022  | 28 Feb 2023 |

PAYMENT TERMS: Payment within 30 Days of Invoice Date

Net \$ 1,467.09

VAT 0% \$ 0.00

**Total \$ 1,467.09**

## PAYMENT OPTIONS

**1. Please make payment to:**

Account Name: Bloomsbury Publishing INC  
Transit Routing No: 022000020  
Account No: 889026971  
Bank Address: HSBC Bank USA NA, Buffalo, NY

**or for Wire Transfer:**

Transit Routing No/FED: 021001088  
SWIFT Code: MRMDUS33  
Account No: 889026971  
Bank Address: HSBC Bank USA NA, 425 5th Ave, New York, NY 10018

**OR** Account Name: BLOOMSBURY PUBLISHING PLC SUBS USD  
Account No: 11847198  
Sort Code: 301218  
SWIFT/BIC No: LOYDGB2L  
IBAN: GB65 LOYD 3012 1811 8471 98  
Bank Address: Lloyds Bank Plc, 4th Floor, 25 Gresham Street, London EC2V 7HN

**Please quote the Invoice No. as a reference on all payments**Please direct all invoice queries to [bloomsbury@escosubs.co.uk](mailto:bloomsbury@escosubs.co.uk) or your sales representative.

# Bloomsbury Publishing Plc ('Bloomsbury')

## Terms & Conditions for the Supply of Goods and Services to Customers

### 1. Definitions

'Bloomsbury' means Bloomsbury Publishing Plc (Company No. 01964336), who registered office is at 50 Bedford Square, London, WC1B 3DP (including Bloomsbury's subsidiary companies and holding companies);  
'Customer' the person or organization placing the order with Bloomsbury;  
'Goods' the product, goods or materials for which the Customer has placed an order with Bloomsbury;  
'Services' the service or services for which the Customer has placed an order with Bloomsbury;

### 2. Application

The terms and conditions apply to any provision of Goods or Services by Bloomsbury to the Customer.

### 3. Formation of Contract

All Goods and Services sold by Bloomsbury are sold subject to Bloomsbury's standard terms and conditions (as contained in this document) which form part of the Customer's contract with Bloomsbury. Terms and conditions on the Customer's order form or other similar document shall not be binding on Bloomsbury.

### 4. Prices & Quotations

The prices, quantities and delivery time stated in any quotation are not binding on Bloomsbury, but Bloomsbury will make all efforts to fulfil the stated estimates. Bloomsbury reserves the right to increase a quoted price in the event that the Customer requests a variation to the Goods or Services agreed.

### 5. Orders

Orders will be deemed to have been placed when an email or other written confirmation has been received from a responsible executive of the Customer's company. For email invitations, online fulfilment projects and direct marketing files it is a requirement of Bloomsbury, that the email piece, online form or mail piece shall be approved by a Bloomsbury representative before an order can be confirmed and any Goods or Services despatched.

### 6. Right to Sub-contract

Unless otherwise agreed Bloomsbury shall be entitled to sub-contract all or any part of the supply of the Goods or Services.

### 7. Timetable

Bloomsbury will use its reasonable commercial endeavours to supply the Goods or Services within the quoted time (normally within a maximum of seven days from order or otherwise as agreed in writing) but time will not be of the essence within the contract.

### 8. Copyright

The Customer acknowledges that the rights to the Goods and Services are owned or controlled by Bloomsbury and that the Goods and Services are protected by English copyright laws, international treaty provisions and all other applicable national laws.

### 9. Risk of Loss

The risk of loss or damage to the Goods shall pass to the Customer upon delivery of the Goods.

### 10. Payment

All invoices of Bloomsbury shall be paid by the Customer within thirty (30) days of the date of invoice unless otherwise agreed in writing by Bloomsbury. New Customers or other Customers out of terms may be expected to pay in advance for their Goods or Services.

### 11. Disputed Invoice

If any amount of an invoice is disputed then the Customer shall inform Bloomsbury of the grounds for such dispute within seven days of delivery of the Goods and shall pay to Bloomsbury the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

### 12. Interest

In the event of late payment, Bloomsbury may charge interest on the amount outstanding before and after judgement at the rate of four (4) percent above the Base Rate of Lloyds Bank plc in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater.

### 13. Invoice

Bloomsbury shall raise the invoice in relation to the Goods or Services received by the Customer. If any amount of the invoice is disputed by the Customer, the Customer shall inform Bloomsbury of the grounds for such dispute within seven days of delivery of the Goods and shall pay to Bloomsbury the value of the invoice less the disputed amount in accordance with these payment terms.

### 14. Deposit

Where Bloomsbury requires payment of a deposit for the Goods or Services, the Customer acknowledges that the deposit is not returnable.

### 15. VAT

All fees are exclusive of value added taxes which will be added to invoices where appropriate. For EU customers outside of the UK with a VAT number, no VAT will be charged, but is to be accounted for by the recipient as per Article 196 of Council Directive 2006/112/EC.

### 16. Delivery

Delivery by Bloomsbury will be deemed to have taken place when the Goods are handed to the custody of the Customer at his premises or to a deputed messenger or courier when posted. Bloomsbury will be entitled to charge the Customer for any expenses of delivery other than normal postage charges.

### 17. Electronic Delivery

If an order is, at the Customer's request, sent electronically, the time recorded on the sending equipment shall be deemed the time of delivery, system delays notwithstanding. (NB - electronic dispatch can be provided only on request and at the Customer's risk. Bloomsbury reserves the right to substitute conventional delivery methods without notice or penalty should electronic dispatch prove inconvenient.)

### 18. Cancellation

In view of the nature of the Goods and Services offered, any order - once confirmed by Bloomsbury - is not cancellable. Cancellation of the Order by the Customer will only be accepted on condition that any costs, charges and expenses already incurred, including any charges that will be levied by a sub-contractor on account of his expenses, work or cancellation conditions will be reimbursed to Bloomsbury forthwith.

### 19. Notice

All written notices to be served on or given to the Customer shall be sent or delivered to the Customer's principal place of business address, and shall be treated as having been given upon receipt.

### 20. Loss or Damage to Goods

Bloomsbury will take all reasonable steps to ensure the protection from loss, damage or destruction of the Services or Goods it supplies to the Customer (or which may be received from the Customer).

### 21. Usage of Goods or Services

Unless agreed and indicated in writing by Bloomsbury, the Customer (and their customers) shall be entitled to use the Services and Goods provided for the purpose agreed in writing with Bloomsbury (or implied by the normal custom and practices of the UK publishing industry).

### 22. Data Protection

Both parties warrant that they are registered under the Data Protection Act (or equivalent data protection legislation in the Customer's country of operation) in respect of the collection, processing and use of the Goods. Each party will comply with the Act including but not limited to its obligations in respect of any personal data which it may supply to or receive from the other party.

### 23. Confidentiality

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material. This provision shall not, however, apply to information or material which is or becomes public knowledge other than by breach by a party of this clause.

### 24. Employment of Personnel

Subject to the prior written consent of Bloomsbury, the Customer shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of Bloomsbury directly associated with delivery of the Goods.

### 25. Limited Warranties

BLOOMSBURY WARRANTS THAT IT HAS THE RIGHT AND AUTHORITY TO PROVIDE THE GOODS AND SERVICES PURSUANT TO THESE TERMS AND CONDITIONS. EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE 25 THE GOODS AND SERVICES ARE PROVIDED ON AN "AS-IS", "AS AVAILABLE" BASIS AND BLOOMSBURY MAKES NO EXPRESS WARRANTIES UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THAT THE GOODS AND SERVICES ARE OR WILL BE COMPLETE OR FREE FROM ERRORS OR THAT INFORMATION WILL CONTINUE TO BE AVAILABLE TO US TO KEEP THE GOODS AND SERVICES UP-TO-DATE. BLOOMSBURY WARRANTS FURTHER WARRANTS THAT THE GOODS AND SERVICES WILL BE SUPPLIED USING REASONABLE CARE AND SKILL.

### 26. Limitation of Liability

26.1 To the maximum extent permitted by law, Bloomsbury shall not be liable for any loss, injury, claim, liability or damage of any kind resulting in any way from (a) any errors or omissions from the Goods or Services; (b) the unavailability or interruption to the supply of the Goods or Services or any features thereof; (c) any Customer use or misuse of the Goods or Services (regardless of whether the Customer received any assistance from Bloomsbury in using or misusing the Goods or Services); (d) the Customer's use of any equipment in connection with the Goods or Services; (e) any failure in performance in the Goods or Services beyond the reasonable control of Bloomsbury; or (e) any negligence of Bloomsbury its employees, contractors or agent in connection with the performance of its obligations under this Agreement. 26.2 For the avoidance of doubt, any liability of Bloomsbury under this Agreement shall in any event be limited to either (a) the replacement of the Goods or Services with goods or services of an equivalent value or the repayment of any fees paid by the Customer in the year in which the event of default arises. 26.3 Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents. 26.4 Bloomsbury's liability to the Customer for loss or damage of any kind (including loss or damage caused by negligence) is reduced to the extent that the Customer caused or contributed to that loss or damage. 26.5 SUBJECT TO CLAUSE 26.2 ABOVE, BLOOMSBURY SHALL NOT BE LIABLE FOR ANY FOR ANY SPECIAL, INDIRECT, ECONOMIC OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, LEGAL FEES) IN ANY WAY DUE TO, OR RESULTING FROM, OR ARISING OUT OF THE PERFORMANCE, NON-PERFORMANCE, DELAY IN DELIVERY OF OR DEFECT IN THE GOODS OR SERVICES HOWSOEVER CAUSED (INCLUDING LOSS OF PROFIT OR LOSS OF REVENUE) WHETHER FROM NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE SUPPLY, FUNCTIONING OR USE OF THE GOODS OR SERVICES. 26.6 The Goods and Services provided to the Customer under this Agreement are for reference purposes only and are not intended, nor should they be used, as a substitute for professional advice or judgement or to provide legal advice with respect to particular circumstances. 26.7 Whilst Bloomsbury make all reasonable efforts to keep the Goods and Services up to date, the Customer should obtain specialist independent verification or advice before relying upon any piece of information in circumstances where loss and damage may result.

### 27. Customer Indemnity

The Customer shall fully indemnify Bloomsbury against any liability to third parties arising out of the Customer's use of the Goods or Services.

### 28. Force Majeure

Bloomsbury will not be liable to the Customer for any loss or damage suffered by the Customer as a direct result of Bloomsbury, its sub-contractors or the list-owner from whom the sample or other Service or Good is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

### 29. Governing Law

These terms and conditions shall be governed by the laws of England and Wales and the jurisdiction of the English courts.

Kristina Jutzi <Kristina.Jutzi@bloombsbury.com>

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**[External] Invoice for PO 002619**

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**Kristina Jutzi** <Kristina.Jutzi@bloombsbury.com>

Thu, May 26, 2022 at 02:39 PM GMT

CC: Gay, Anna <gayanna@cod.edu>

BCC:

CAUTION: This email originated from outside of COD's system. Do not click links, open attachments, or respond with sensitive information unless you recognize the sender and know the content is safe.

Hello,

Attached is the invoice for PO 002619.

Please let me know if you need anything else.

Best,

Kristina

Kristina M. Jutzi

Senior Account Manager

[Bloombsbury Digital Resources](#) | Bloombsbury Publishing

Direct: (603) 464-0306

Cell: (646) 771-1647

[kristina.jutzi@bloombsbury.com](mailto:kristina.jutzi@bloombsbury.com)

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**2 attachments**

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