

# Newman University

## Online Store Terms and Conditions

### 1. Introduction

- 1.1 These terms and conditions (together with the documents referred to in them) are the terms and conditions on which **we** supply any of the products (**goods**) or **services**, including conferences and events, listed on our **online store** to you. Please read these terms and conditions carefully before ordering any goods or services from our online store.
- 1.2 You should understand that by ordering any of our goods or services you agree to be bound by these terms and conditions. Any specific terms for individual goods or services will be found on the relevant page of the online store and will apply in addition to these terms and conditions.
- 1.3 You should print a copy of these terms and conditions for future reference.
- 1.4 Please understand that if you refuse to accept these terms and conditions you will not be able to order any goods or services from our online store.
- 1.5 The online payment system used is provided by both WPM Education Limited (“WPM”) and Realex Payments. Your details will be transferred to both WPM or Realex for the purposes of making your payment.
- 1.6 The University and WPM/Realex have used their reasonable endeavours to ensure that their sites are secure whilst payments are being made.
- 1.7 The Payment Card Industry Security standard (PCI DSS) is a global standard covering the way in which card holder data should be handled. WPM Education and Realex are classed as a level 1 PCI Compliant under this standard and has an annual independent audit carried out to certify this compliance.
- 1.8 There are no guarantees that all software and hardware will be compatible with using this system to make online payments.
- 1.9 Our online store is operated by the Newman University, Genners Lane, Bartley Green, Birmingham B32 3NT. The University is a private charitable company limited by guarantee in England and Wales number 05493384. Our VAT Registration Number is 559 1908 08.
- 1.10 By placing an order through our online store you warrant that:
  - (i) you are legally capable of entering into binding contracts; and
  - (ii) you are at least 18 years old.

### 2. Definitions

In these terms and conditions the following meanings are attributable to these words and terms

<i>Terms</i>	<i>Meaning</i>
“The University” and “we” and “us”	Newman University with address at Genners Lane, Bartley Green, Birmingham B32 3NT
“goods”	Any products advertised for sale on the Newman University’s online store
“services”	Any services (including conferences and events) advertised to be booked on the Newman University’s online store
“Online Store”	Newman University’s online facility through which goods and services may be ordered and paid for
“you”	The person or body who having registered to the online store places an order for goods or services and is responsible for the payment thereof
“dispatch confirmation”	An email sent from us confirming goods have been dispatched

“service confirmation”	An email sent from us confirming acceptance of your booking for services
“contract”	The contract formed between us by you placing an order and us having emailed either the dispatch confirmation or the service confirmation
“confirmation”	Either the dispatch confirmation email or the service confirmation email; whichever is appropriate
“Force Majeure Event”	Any act, event, omission or accident beyond the reasonable control of you or us including an act of God, war or terrorism

### 3. Registration and Account Details

You agree that:

- 3.1 Any personal information you supply will be complete and accurate and you will notify us if any of your personal information changes.
- 3.2 You will not impersonate any other person or entity or use a false name or a name or other details that you are not authorised to use.
- 3.3 You do not object to us obtaining, holding, using, sharing or otherwise processing your personal information or contacting you in relation to any of the purposes permitted or authorised by these terms and conditions.
- 3.4 If we have reason to believe that there is or may be a breach of security or misuse of the website we may suspend your account.
- 3.5 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under the terms and conditions. You can cancel your registration at any time by informing us in writing. If you do so you must stop using the website.
- 3.6 The suspension or cancellation of your account and your right to use the website shall not affect either party’s statutory rights.

### 4. How the Contract is Formed Between You and Us

- 4.1 After placing an order you will receive an email from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy goods or services. All orders are subject to acceptance by us and we will confirm such acceptance by sending you an email that confirms that the goods have been dispatched (the **Dispatch Confirmation**) or that your order for services has been accepted (the **Service Confirmation**). The **contract** between us will only be formed when we send you the **confirmation**.
- 4.2 The contract will relate only to those goods whose dispatch we have confirmed in the dispatch confirmation or to those services we have confirmed in the service confirmation. We will not be obliged to supply any other goods or services which may have been part of your order until goods dispatch or acceptance of your service order has been confirmed in a separate confirmation.

### 5. Consumer Rights

- 5.1 If you are contracting as a consumer, you may cancel a contract:
  - (i) for goods at any time within seven (7) working days beginning on the day after you received the goods; and
  - (ii) for services at any time within seven (7) working days beginning on the day after we send you the service confirmation unless the service is due to commence or you have agreed to us starting to provide the service before the end of the seven working day period, in

which case you shall have no right to cancel the Contract under the Consumer Protection (Distance Selling) Regulations 2000.

- 5.2 In case of cancellation under clauses 5.1, you will receive a full refund of the price paid in accordance with our refunds policy set out in clause 9.1 below.
- 5.3 To cancel a contract you must inform us in writing. You must also return any good(s) to us immediately in the same condition in which you received them and at your own cost and risk. You have a legal obligation to take reasonable care of any such goods while they are in your possession. If you fail to comply with this obligation we may have a right of action against you for compensation.
- 5.4 You do not have any right under the Consumer Protection (Distance Selling) Regulations 2000 to cancel a contract for the supply of: any accommodation, transport, catering or leisure services where we have undertaken to provide the service on a specific date or within a specific period; newspapers, periodicals or magazines.

## **6. Availability, Delivery and Performance**

- 6.1 Your order for goods will be fulfilled by the delivery date set out in the dispatch confirmation or if no delivery date is specified then within thirty (30) days of the date of the dispatch confirmation unless there are exceptional circumstances.
- 6.2 Services will be performed at the location and on the date(s) specified in the service confirmation.
- 6.3 If we have to postpone a service or change its location we will notify you by email as soon as possible and provide you with a new date and/or location for the delivery of the service.
- 6.4 In exceptional circumstances we may alter the content of the service or arrange an alternative speaker. We reserve the right to do this without notice.

## **7. Risk and Title in Goods**

- 7.1 Goods will be at your risk from the time of delivery.
- 7.2 Ownership of the goods will only pass to you when we receive full payment of all sums due in respect of the goods including delivery charges.

## **8. Price and Payment**

- 8.1 The price of any goods and services will be as quoted on our online store from time to time except in cases of obvious error. All prices quoted are in British Pounds Sterling (£).
- 8.2 These prices include VAT (where applicable) but exclude delivery costs which will be quantified and added to the amount due as you place your order where applicable.
- 8.3 Prices are liable to change at any time but changes will not affect orders in respect of which we have already sent you a confirmation.
- 8.4 Our online store contains a large number of goods and services and it is always possible that, despite our best efforts, some of those listed may be incorrectly priced. We will normally verify prices as part of our confirmation procedures so that where a good's or service's correct price is less than our stated price, we will charge the lower amount. If a good's or service's correct price is higher than the price stated on our online store, we will normally, at our discretion, either contact you for instructions before dispatching the good or confirming your service order, or reject your order and notify you of such rejection.
- 8.5 We are under no obligation to provide the good or service to you at the incorrect (lower) price, even after we have sent you confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing.
- 8.6 Payment for all goods or services must be by credit or debit card and must be made in full when you place your order. If for any reason we do not accept your order we will refund in full any money paid.

8.7 We are not responsible in any way if payment is refused or declined by your credit or debit card provider and we are not obliged to bring this to your attention. It is your responsibility to check that payment has left your account.

## 9. **Refunds Policy and Defective Products**

9.1 If you cancel a contract between us within the seven (7) working day cooling-off period in accordance with clause 5 we will process the refund due to you as soon as possible and in any case within thirty (30) days of the day you have given notice of your cancellation. In this case we will refund the price of the good or service in full including any delivery charges. However you will be responsible for the cost of returning any goods to us.

9.2 In the unlikely event that any good is faulty or defective, is not what you ordered or does not comply with the terms of the contract, please let us know as soon as possible, return it to us and, once we have checked that the good is defective, incorrect or non-compliant, we will at our discretion:

(i) provide you with a full or partial refund, including your reasonable costs of returning the item to us; or

(ii) repair the good; or

(iii) replace the good.

These terms will apply to any repaired or replacement Products we supply.

9.3 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 10. **Cancellation of Services**

10.1 We reserve the right to cancel a service up to ten (10) days before the event, course or conference is due to take place if there are not sufficient delegates booked to attend. In the event of such a cancellation we will:

(i) endeavour to contact you by email to inform you of the cancellation;

(ii) publicise the cancellation on our website;

(iii) refund the price of the Service to you.

You are responsible for checking for details of any cancellation before travelling. We are not responsible for any travel or accommodation costs incurred as a result of the cancellation.

10.2 For conference and event bookings please refer to the cancellation and refund policy applicable to the specific event that you are attending. These will be detailed under the "more info" section of the relevant event and will be also re-confirmed as part of the booking process.

10.3 Refunds will not be given for late arrivals or early leavers in any circumstances.

10.4 Non-attendance due to illness or other personal or professional reasons will not provide a right to a refund or rebooking.

10.5 Refunds will be processed as soon as possible following cancellation, and in any case within thirty (30) days of the date notice of cancellation was received. Refunds will usually be made by the same method as the original payment.

## 11. **Our Liability**

11.1 We warrant to you that any good purchased from us through our online store is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. Services purchased from us through our online store will be performed with reasonable skill and care.

11.2 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the good or service you purchased and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could reasonably be contemplated by you and us at the time your order is accepted by us.

- 11.3 This does not include or limit in any way our liability:
- (i) for death or personal injury caused by our negligence;
  - (ii) under section 2(3) of the Consumer Protection Act 1987;
  - (iii) for fraud or fraudulent misrepresentation; or
  - (iv) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.4 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- (i) loss of income or revenue;
  - (ii) loss of business or opportunity;
  - (iii) loss of profits or contracts;
  - (iv) loss of anticipated savings;
  - (v) loss of data; or
  - (vi) waste of time
- however arising and whether caused by tort (including negligence), breach of contract or otherwise, provided that this clause 11.4 shall not prevent claims for foreseeable loss of or damage to your physical property.
- 11.5 Any course materials provided in connection with the provision of a service are prepared solely for the use of the delegates of that course. We will not be responsible for any loss occasioned in reliance on such materials.
- 11.6 Delegates attending field trips as part of the provision of a service should be mindful of their own health and safety at all times and comply with all written and verbal instructions given by us in connection with the field trip. Our liability to you as a delegate on a field trip is as set out in this clause 11.

## **12. Import Duty**

- 12.1 If you order goods from our online store for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local Customs office for further information before placing your order.
- 12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

## **13. Written Communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our online store you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## **14. Transfer of Rights and Obligations**

- 14.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 14.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of your rights or obligations arising under it, without our prior written consent.
- 14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of our rights or obligations arising under it, at any time during the term of the contract.

## **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 a contract that is caused by events outside our reasonable control (**Force Majeure Event**).
- 15.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (i) strikes, lock-outs or other industrial action;
  - (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
  - (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
  - (iv) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
  - (v) impossibility of the use of public or private telecommunications networks;
  - (vi) the acts, decrees, legislation, regulations or restrictions of any government; or
  - (vii) failure of sub-contractors or suppliers.
- 15.3 Our performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the contract may be performed despite the Force Majeure Event.

## **16. Waiver**

- 16.1 If we fail, at any time during the term of a contract, to insist upon strict performance of any of your obligations under the contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 16.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 16.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

## **17. Severability**

If any of these terms and conditions or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **18. Entire Agreement**

- 18.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 18.2 We each acknowledge that, in entering into a contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such contract except as expressly stated in these terms and conditions.
- 18.3 We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any contract. While we accept responsibility for

statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

**19. Our Right to Vary these Terms and Conditions**

19.1 We have the right to revise and amend these terms and conditions from time to time.

19.2 You will be subject to the policies and terms and conditions in force at the time that you order goods or services from us unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven (7) working days of receipt by you of the dispatch or of the service confirmation).

**20. Law and Jurisdiction**

Contracts for the purchase of goods or services through our online store and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.