

## University's Website Terms and Conditions of Sale

This page (together with the documents **referred** to on it) tells you the terms and conditions on which we supply any of the products (“**Products**”) and services (“**Services**”) listed on our website <https://onlinesales.admin.cam.ac.uk/> (“**our site**”) to you. Services may include the provision of places at conferences or on courses. Please read these terms and conditions carefully before ordering any Products or Services from our site. You should understand that by ordering any of our Products or Services, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products or Services from our site.

### 1. INFORMATION ABOUT US

1.1 <https://onlinesales.admin.cam.ac.uk/> is a site operated by the Chancellor, Masters and Scholars of the University of Cambridge (“**we**” or “**us**”). Our main business address is The Old Schools, Trinity Lane, Cambridge CB2 1TN. Our VAT number is [VAT NUMBER].

1.2 We are an exempt charity under the Charities Act 1993.

### 2. YOUR STATUS

2.1 By placing an order through our site, you warrant that you are a business user, or if you are a consumer, that

- (a) You are legally capable of entering into binding contracts; and
- (b) You are at least 18 years old.

### 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received and accept your order (“the Acknowledgement”). Your order constitutes an offer to us to buy a Product or Service. Orders are subject to acceptance by us, and the contract between us (“**Contract**”) will only be formed when we send you the Acknowledgement.

3.2 The Contract will relate only to those Products and those Services which we have confirmed we will provide in the Acknowledgement. We will not be obliged to supply

any other Products or Services which may have been part of your order unless confirmed in a separate Acknowledgement.

- 3.3 You warrant that all information provided to us by you for the purposes of the Contract is complete and accurate.

#### **4. OUR STATUS**

- 4.1 Please note that in some cases, we accept orders as agents on behalf of our subsidiaries. You accept that the resulting legal contract is subject to these terms and conditions, except that you contract with the subsidiary in place of us.

#### **5. AVAILABILITY AND DELIVERY**

All orders for Products will be fulfilled within a reasonable time of the date of the Acknowledgement, unless there are exceptional circumstances.

#### **6. RISK AND TITLE**

- 6.1 Products purchased will be at your risk from the time of delivery.
- 6.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

#### **7. PRICE AND PAYMENT**

- 7.1 The price of any Products or Services will be as quoted on our site at the time of order, except in cases of obvious error.
- 7.2 These prices are, where applicable, inclusive of a sum representing UK VAT and delivery costs to destinations in the UK. Delivery costs for the dispatch of Products to other destinations will be added to the total amount due prior to the placing of any order.
- 7.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you an Acknowledgement.
- 7.4 Our site contains a large number of Products and Services and it is always possible that, despite our best efforts, some of the Products or Services listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product or Service's correct price is higher than the price stated on our site, we will normally, at our discretion,

either contact you for instructions before dispatching the Product or providing the Service, or cancel your order and notify you of such cancellation. Any price paid will be refunded to you but we shall have no liability to you beyond the price paid.

- 7.4 Payment for all Products must be by credit or debit card. We accept payment with most major debit and credit cards.

## **8. CANCELLATION OF PRODUCT ORDERS**

- 8.1 You may cancel a Contract for the purchase of a product at any time within seven working days, beginning on the day after you received the Products. You will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in Clause 10).
- 8.2 To cancel a Contract for a Product, [please call our helpline number on +44 (0) 1223 765004 or inform us in writing by e-mailing any cancellation to [onlinesales@admin.cam.ac.uk](mailto:onlinesales@admin.cam.ac.uk). You must also return any Product(s) concerned 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 the Products 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.
- 8.3 You will not have any right to cancel a Contract for the supply of any of the following Products:
- goods made to your specifications or clearly personalised or which by reason of their nature cannot be returned or are liable to deteriorate or expire rapidly
  - audio or video recordings or computer software if they have been unsealed by you
- 8.4 Details of this right, and an explanation of how to exercise it, are provided in the Acknowledgement. This provision does not affect your statutory rights.

## **9. CANCELLATION OF ORDERS FOR SERVICES**

- 9.1 If you have not entered into a Contract for services for the purposes of your business, trade or profession, you are acting as a consumer and have the right cancel the Contract (including, for the avoidance of doubt, any Contract for the provision of a place at a course or conference) at any time within seven working days, beginning on the day after you received the Acknowledgement. In each case, you will receive a full refund of the price paid for the Services, save as follows:-

- there is no right to cancellation where, with your agreement, the provision of services begins within seven days beginning on the day after the day you received the Acknowledgement;
- a full refund may not be given to the extent that the payment for services includes a payment in respect of food or accommodation. In these circumstances, the provisions of Clause 10 shall apply, or such alternative special conditions as shall have been notified in advance of Order

9.2 To cancel a Contract for services, you must inform us by calling our helpline +44 (0) 1223 765004 or by e-mailing any cancellation to [onsales@admin.cam.ac.uk](mailto:onsales@admin.cam.ac.uk)

9.3 If you are not acting as a consumer, then any cancellation right shall be limited to that set out in Clause 10, subject to any special conditions which may have been notified in advance.

## **10 OUR REFUNDS POLICY AND CANCELLATION BY US**

10.1 When you return a Product to us:

- (a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 5.1 above) we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Product in full, including the cost of sending the item to you. However, you will be responsible for the cost of returning the item to us.
- (b) for any other reason (for instance, because have notified us in accordance with Clause 20 that you do not agree to any change in these terms and conditions or in any of our policies, or because you claim that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. We will usually process the refund due to you as soon as possible and, in any case, within 30 days of the day we confirmed to you via e-mail that you were entitled to a refund for the defective Product. Products returned by you because of a defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.

10.2 If you cancel a Contract for services because being a consumer you have exercised your right to cancel the Contract between us within the seven-day cooling-off period and provision of the Service has not yet begun (see clause 9.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the price of the Services in full save to the extent that any part of the price represents payment for food or accommodation, which shall be subject to the provisions of Clause 10.3.

10.3 If you cancel a Contract for services at any time not being a consumer, or, if you are a consumer, at any time after expiry of the seven day cooling-off period described in Clause 9.1, we will be entitled to withhold all or a proportion of the price paid for the services, as specified in relation to the services in question prior to booking. If nothing shall have been specified, the amount withheld shall be:-

- at any time more than 30 days before the date on which the services are due to begin, 15% of purchase price;
- at any time 30 days or fewer before the date on which the services are due to begin, 100% of the purchase price.

This entitlement to withhold all or a proportion of the purchase price shall also apply in relation to any part of a contract for services which is cancelled at any time whether not by a consumer, to the extent that it represents a contract for the supply of food or accommodation.

10.4 We will make all reasonable efforts to deliver the course or conference as outlined on the website and in any brochure. However we reserve the right to:-

- alter the timetable, location or presenters specified for a conference or course; and
- make reasonable amendments to the content and syllabus of a course or conference when necessary.

10.5 We reserve the right to cancel the provision of services including any event course or conference by giving you notice in writing **at any time** up to the day before the services are due to start. We will refund all fees paid by you and will endeavour to offer a transfer to another course or conference as an alternative, subject to payment or refund of any difference in purchase price. You are strongly advised to take out insurance against cancellation of any event if your travel costs are likely to be substantial.

10.6 We reserve the right to cancel your registration for the provision of any services, including any course, conference or other event in our absolute discretion and refund all fees paid by you, irrespective of whether the service course, conference or event itself is to proceed, without any further liability on our part.

10.7 We also reserve the right to terminate the provision of any service or to exclude you from any course, conference or other event after its commencement if in our absolute discretion we consider that you are impeding the provision of the service or other of our activities or your presence is bringing or threatening to bring the University or any part of it or its subsidiaries into disrepute. In these circumstances we will refund all fees paid by you but will have no further liability to you in respect of such termination or exclusion.

**10.8 WE WILL UNLESS OTHERWISE AGREED REFUND ANY MONEY RECEIVED FROM YOU USING THE SAME METHOD ORIGINALLY USED BY YOU TO PAY FOR YOUR PURCHASE. 11 OUR LIABILITY AND INTELLECTUAL PROPERTY**

11.1 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.2 We warrant to you that any Service purchased from us through our site will be provided with reasonable skill and care and make reasonable efforts to ensure that it is provided on any date specified, or otherwise in a timely manner.

11.3 Our liability for losses you suffer as a result of us breaking this agreement is strictly limited to the purchase price of the Product or Service you purchased

11.4 This does not include or limit in any way our liability:

- (a) For death or personal injury caused by our negligence;
- (b) Under section 2(3) of the Consumer Protection Act 1987;
- (c) For fraud or fraudulent misrepresentation; or
- (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.5 We are not responsible for indirect losses which happen as a side effect of the main loss or damage including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data, or
- (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise

provided that this clause 11.5 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1, 11.2 or 11.3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 11.5.

11.6 Nothing in these terms and conditions shall give you any right or other licence to use copy or otherwise use or exploit in any way any intellectual property contained in any Product or in the content of any course or conference or other event or service provided to you in accordance with these terms and conditions, unless expressly specified prior to order.

## **12 IMPORT DUTY**

- 12.1 If you order Products from our site 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**

- 13.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail 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 NOTICES**

- 14.1 All notices given by you to us must be given to The Chancellor Masters and Scholars of the University of Cambridge at The Old Schools, Trinity Lane, Cambridge CB2 1TN or enquiries@finance.admin.cam.ac.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **15 TRANSFER OF RIGHTS AND OBLIGATIONS**

- 15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 15.2 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.

15.3 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.

## **16 EVENTS OUTSIDE OUR CONTROL**

16.1 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**).

16.2 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:

(a) Strikes, lock-outs or other industrial action.

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

(f) The acts, decrees, legislation, regulations or restrictions of any government.

16.3 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.

## **17 WAIVER**

17.1 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.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 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 ([www.practicallaw.com/A](http://www.practicallaw.com/A) above).



## **18 SEVERABILITY**

- 18.1 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.

## **19 ENTIRE AGREEMENT**

- 19.1 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.
- 19.2 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.
- 19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## **20 OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

- 20.1 We have the right to revise and amend these terms and conditions from time to time
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you order products 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 Dispatch 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 working days of receipt by you of the Products).

## **21 LAW AND JURISDICTION**

- 21.1 Contracts for the purchase of Products or Services through our site 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.