

Terms and Conditions

# **ST HUGH'S COLLEGE, UNIVERSITY OF OXFORD, ON-LINE SALES SYSTEM**

## **Important Notice**

The following terms will apply to any order you place with us and if you find yourself unable to agree to them, then you must not use our ordering service and should not complete the order form. By completing the order form you signify your agreement to be bound by these terms.

## **1. GENERAL INFORMATION**

For your convenience, we have listed below some general information about ourselves:

1.1 We are The Principal, Fellows and Scholars of the University of Oxford, whose administrative offices are at St Hugh's College, St Margaret's Road, Oxford OX2 6LE, United Kingdom.

1.2 If you have an order related query, please contact us using the details specified in the ['Contact Details'](#) section.

1.3 Our VAT number is 896 1178 82.

## **2. CONTRACT INFORMATION**

2.1 We invite you to place an order with us for goods and/or services described on this website (the Order) by entering your details in the form below, and additionally, in the event of an application to be interviewed, by paying the application fee (in accordance with clauses 4 and 5) and submitting the relevant application forms within the relevant deadlines (stated on the relevant website); but we reserve the right to refuse to accept your Order. We may choose to exercise this right of refusal if, for example, you have provided incomplete or inaccurate details, there has been a change in pricing structure, or we are unable to deliver the goods and/or services at the times required.

2.2 If we accept the Order, we will notify acceptance to you by online electronic means (Acceptance) to the e-mail address you have given to us on ordering. The Order will then be fulfilled by the date set out in the Acceptance or, if the Acceptance does not contain such a date, within 30 days of the date we send the Acceptance. A legally binding contract will be formed between us at the time of sending the Acceptance.

2.3 In the event of tender submission fees, payment of a tender submission fee does not mean that the tender will be accepted, just that the tender will be considered.

### **3. TERMS OF SALE**

3.1 If we accept your Order we agree to supply the goods and/or services from this website which you specify below (the Products).

3.2 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for fraudulent misrepresentation. Subject to the preceding sentence: (i) our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise arising in connection with the performance or contemplated performance of these terms will be limited to the amount paid by you for the Product(s) concerned; and (ii) we will not be liable to you for loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability.

3.3 To the extent permitted by law, all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Products, our website or any information or service provided through our website are strictly excluded. We will do our best to ensure that all materials and information published on our website are accurate, but please note that all materials and information on our website are provided on an as is basis.

### **4. PRICE**

4.1 The price or fee to be paid for each of the goods and services (the Price) is displayed on this website.

4.2 The Price is inclusive of Value Added Tax where applicable, and the VAT be paid by you at the rate and in the manner for the time being prescribed by law.

4.3 If not included in the price, charges for packaging, posting and insurance will be detailed separately for each order and payable by you.

4.4 You will be responsible for paying any import duties and taxes, which may be levied for deliveries outside of the European Union.

4.5 Each Price is the price in force at the date and time of your Order. Any of the Prices may change before or after you place an Order. We try to ensure that the Prices are accurate but the price on your Order will need to be validated by us as part of the acceptance procedure (see clause 2.2). We shall inform you if a Product's correct Price is higher than that stated in your Order and, if so, we give you the right to either reconfirm your Order at the correct price or cancel the Order. The Order is deemed to be cancelled if you do not reconfirm your Order within 7 days of us sending our notice to you of the change in Price.

### **5. PAYMENT**

5.1 You must pay for the Products by credit or debit card at the time you place the Order, at which time you will be notified of the current Price. Your card will only be

debited once we have accepted the Order. Please note that payment must be received in pounds sterling.

5.2 In order to facilitate the payment process you will be transferred to a secure payment site where you can enter your card details.

## **6. DELIVERY**

6.1 Delivery will be at the address stated in the Order.

6.2 We will endeavour to deliver on the date or within the period set out in clause 2.2 (within 30 days of the date we send the Acceptance, if not otherwise stated) but time of delivery is not of the essence of the agreement.

6.3 Risk in the Products will pass to you on delivery.

## **7. CANCELLATION**

You may cancel the contract pursuant to the following provisions.

### **7.1 Contract for the supply of goods**

You may return any goods you have purchased within 7 working days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including e-mail) within those 7 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days. You must arrange for and pay the costs of returning the goods to us. While in your possession, you must keep any goods you intend to return to us in good condition.

### **7.2 Contract for the supply of services**

You may cancel a contract for the supply of services within 7 working days of Acceptance (see clause 2.2). To do so you must notify us in writing or other durable medium (including e-mail) within those 7 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days.

7.3 The rights referred to in paragraphs 7.1 and 7.2 do not apply where:

7.3.1 the Product is made to your specifications or is clearly personalised;

7.3.2 the Product is one which by reason of its nature cannot be returned;

7.3.3 the Product consists of newspapers, periodicals or magazines;

7.3.4 the Product by reason of its nature is likely to deteriorate or expire rapidly;

7.3.5 the Product consists of audio or video recordings or computer software, and the sealed packaging has been opened or damaged by you.

7.4 If:

7.4.1 the Product delivered is not what you ordered, or

7.4.2 the Product delivered is not of a satisfactory quality,

we will refund to you the amount paid and your reasonable costs of returning the Product.

7.5 Subject to clause 7.2, in the case of event bookings, you may cancel the Order at least a month before the start of the event. We will refund the following proportions of the event fee. The periods reference the day on which we receive your notification of cancellation:

7.5.1 more than 1 month before the start date: 100%

7.5.2 less than 1 month before the start date: 0%

## **8. INFORMATION YOU PROVIDE**

Any information you provide to us will be governed by our [Data Protection Policy](#). Any information you provide to third parties (such as the proprietor of the payment site) will be governed by their terms and conditions.

## **9. ALTERATIONS**

We may alter these terms from time to time and post the new version on our website, following which all use of our website will be governed by that version. You should check the terms on the website regularly.

## **10. FORCE MAJEURE**

We do not take responsibility for any event which is outside our reasonable control.

## **11. ENTIRE AGREEMENT**

These terms supersede any earlier terms, conditions or arrangements which may have subsisted between us.

## **12. LAW**

These terms shall be governed by and construed in accordance with the law of England; and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of them.

## **13. SEVERABILITY**

If all or any of these terms prove to be illegal or unenforceable, the other terms and the remainder of the term in question shall remain in full force and effect.