

## **SHU ONLINE STORE**

### **TERMS AND CONDITIONS**

#### **Important Notice**

The following terms will apply to any order you place with the University via the SHU Online Store. Please read these terms carefully before you submit an order to the University as they may have changed since you last reviewed them.

These terms set out how the University will provide the products and services made available in the SHU Online Store to you, how you and the University may end the contract, what to do if there is a problem and other important information. If you find yourself unable to agree to any of these terms, then you should not complete your purchase through the SHU Online Store. By completing your purchase with the SHU Online Store, you signify your agreement to be bound by these terms and conditions.

#### **1. GENERAL INFORMATION**

You can find everything you need to know about the SHU Online Store, and our products and services on our website before you order. We also confirm the key information to you in writing after you order by email. However, for your convenience, we have listed below some general information:

- 1.1. The “University”, “we” and “us” means Sheffield Hallam University, a Higher Education Corporation under the Education Reform Act 1988 and UK degree-awarding university under the Further and Higher Education Act 1992, whose principal address is at City Campus, Howard Street, Sheffield, S1 1WB.
- 1.2. The SHU Online Store means the store located at the following website: [Sheffield Hallam University Online Store](https://store.shu.ac.uk/).
- 1.3. If you have an order related query, you can contact us at the email addresses shown on our Contact us page at: <https://store.shu.ac.uk/help/contact-us>

#### **2. CONTRACT INFORMATION**

- 2.1. We invite you to place an order with us for products and/or services, including short courses, described on the SHU Online Store by entering your details through the website.
- 2.2. After you have placed an order, we will send you an email acknowledging that we have received your order. This acknowledgement does not mean that we have accepted your order. Your order constitutes an offer to buy the relevant products or services from us on these terms and conditions, which we may accept or decline at our sole discretion. A legally binding contract between you and us for the sale and purchase of the products or services you have selected (a “Contract”) shall only come into effect if and when we have confirmed our acceptance to you by email of your order to the email address you have given to us on ordering.
- 2.3. The order will then be fulfilled by the date set out in the acceptance email or, if the acceptance email does not contain such a date, within 30 days of the date we send the acceptance email if applicable.
- 2.4. Sometimes we reject orders, for example, because a product is unexpectedly out of stock or you have provided incomplete or inaccurate details or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.

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

- 3.1. If we accept your order, we agree to supply the products and/or services from SHU Online Store which are specified in your acceptance email.
- 3.2. Products can vary slightly from their pictures. A product's true colour may not exactly match that shown on your device or its packaging may be slightly different.
- 3.3. We shall provide services on the date(s) stated in the SHU Online Store for the provision of the service in question. If no such date(s) is stated, we shall use our reasonable endeavours to provide them within a reasonable time period of the acceptance email.

#### 4. PRICE

- 4.1. The price or fee to be paid for each of the products and services is displayed on the SHU Online Store 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. We will supply a tax invoice for your records.
- 4.3. If the rate of VAT changes between your order date and the date we supply the product/service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 4.4. If not included in the price, charges for packaging, posting and insurance will be detailed separately for each order and payable by you.
- 4.5. You will be responsible for paying any import duties and taxes, which may be levied for deliveries outside of the European Union.
- 4.6. 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. If there is a price change between when you order and our acceptance, we shall inform you if the product or service's correct price is higher than that stated at the time of 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. Unless you have selected the "request an invoice" option (see paragraph 5.2 below), you must pay for the products and/ or services by credit or debit card at the time you place your order, at which time you will be notified of the current price.
- 5.2. Where you request an invoice, we will invoice you for the current price of the products and/or services. Payment is due **within seven (7) days of receipt of the invoice** and should be made by credit or debit card through the Online Store. This is unless you are a business customer where payment is due within thirty (30) days of receipt of the invoice. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.
- 5.3. Your card will only be debited once we have accepted the order. Please note that payment must be received in pounds sterling.
- 5.4. In order to facilitate the payment process you will be transferred to a secure payment site where you can enter your card details.

- 5.5. If we're unable to collect any payment you owe us we reserve the right to charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

## **6. DELIVERY OF PRODUCTS**

- 6.1. Delivery will be to the postal or email address (as applicable) provided at the time of your order and set out in the acceptance email.
- 6.2. We will endeavour to deliver on the date or within the period set out in paragraph 2.2 but time of delivery is not of the essence of the agreement.
- 6.3. Risk in any products ordered will pass to you on delivery.

## **7. CANCELLATION**

- 7.1. When you buy our products/ and or services online, you have a legal right to change your mind about your purchase and cancel the Contract and receive a refund of what you paid for it, including the delivery costs. This is subject to some conditions, as set out below in paragraph 7.4.

### **7.2. Contract for the supply of products**

Subject to paragraph 7.4, you may return any products you have purchased within 14 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 email) within those 14 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 products to us. While in your possession, you must keep any products you intend to return to us in good condition.

### **7.3. Contract for the supply of services**

Subject to paragraph 7.4, you may cancel a Contract for the supply of services within 14 days of our acceptance email (see paragraph 2.2). To do so you must notify us in writing or other durable medium (including email) within those 14 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.

### **7.4. The rights referred to in paragraphs 7.2 and 7.3 do not apply where:**

- 7.4.1. the product is made to your specifications or is clearly personalised;
- 7.4.2. the product is one which by reason of its nature cannot be returned;
- 7.4.3. the product consists of newspapers, periodicals or magazines;
- 7.4.4. the product by reason of its nature is likely to deteriorate or expire rapidly;
- 7.4.5. the product consists of audio or video recordings or computer software, and the sealed packaging has been opened or damaged by you;
- 7.4.6. the product or service includes a digital element and you have started to download or stream these; or
- 7.4.7. the service has been completed.

- 7.5. If your order is a service or a product that hasn't been dispatched, we refund you as soon as possible and within 14 days of you telling us you've changed your mind. If your order is a product that you're sending back to us, we refund you within 14 days of receiving them back from you (or receiving evidence you've sent them to us). We refund you by the method you used for payment. We don't charge a fee for the refund.
- 7.6. If:
- 7.6.1. the product delivered is not what you ordered, or
  - 7.6.2. 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.
- 7.7. If the service is not carried out with reasonable care and skill, we will investigate and repeat or fix a service if it's not carried out with reasonable care and skill, or if appropriate issue a refund.
- 7.7.1. Subject to paragraph 7.3, in the case where your order consists of a course, conference, or activity you may cancel the order up to 7 days before the start of the course, conference or activity. Any deposit you may have paid is for accommodation, transport, catering and/or leisure services which we undertake to provide on the specific date or within the specific period of time at which the course, conference or activity will take place and, unless specified otherwise on in the Online Store description of the course, conference or activity, is therefore not refundable, but we will refund any course, conference or activity fee paid (less any deposit).
- 7.8. We may cancel a service, such as a course or an event, no later than 7 days before it starts if there is low demand for that service in which case you can either:
- 7.8.1. transfer onto an available alternative date if available (and pay any additional fees if applicable); or
  - 7.8.2. cancel the Contract and receive a full refund of the price you have paid.
- 7.9. If we should have to postpone the provision of a service, we shall notify you as soon as reasonably practical and shall provide you with a new date for the provision of the service. You will be given the option to continue or cancel the Contract and receive a full refund of the price you have paid.
- 7.10. We can end our Contract with you for a product and claim any compensation due to us if:
- 7.10.1. you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due;
- 7.11. you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product or service;
- 7.12. if you have provided false, incomplete or misleading information to the University in response to any requests for information from the University;
- 7.13. if you fail to comply with requests for information, to make declarations, and/or to meet any specific requirements of the University in order to enable it to provide the product or service, as set out on the SHU Online Store website;

7.14. where your circumstances change so that you are no longer able to meet any the requirements specified on the SHU Online Store website in order for the University to provide the product or service; or

7.15. where you order a product, you don't, within a reasonable time, either allow us to deliver that product to you.

**7.16. Summary of your key legal rights**

7.16.1. If your order is a product, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

7.16.2. If your order includes digital content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- If your digital content is faulty, you're entitled to a repair or a replacement.
- If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

7.16.3. If your order is for services, the Consumer Rights Act 2015 says:

- You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

**8. CHANGES WE CAN MAKE**

8.1. We can always change a product or service:

8.1.1.to reflect changes in relevant laws and regulatory requirements;

8.1.2.to make minor technical adjustments and improvements. These are changes that don't affect your use of the product or service; and

8.1.3.to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

8.2. For any other changes, we will contact you in advance and may allow you to terminate.

**9. LIABILITY**

9.1. We warrant to you that any products purchased from the SHU Online Store will be of satisfactory quality and reasonably fit for all the purposes for which goods of the kind in question are commonly supplied.

9.2. We warrant to you that we shall provide any services purchased from the SHU Online Store with reasonable care.

9.3. Subject to paragraph 9.4:

9.3.1. we shall have no liability to you for any loss of profits, loss of business, loss of anticipated savings, loss of data, or for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising out of a Contract; and

9.3.2. our total liability to you under or in connection with any Contract shall not exceed the total sum payable by you to us under the Contract.

9.4. Nothing in these terms and conditions shall exclude or limit our liability to you for death or personal injury resulting from our negligence, or for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal or unlawful for us to exclude or limit our liability.

## 10. DATA PROTECTION

10.1. The University will only hold and use your personal data (as defined under the Data Protection Act 2018 and UK GDPR) will be governed by our [Privacy Policy](#). More information is also available on the [Online Store website](#).

10.2. Any information you provide to third parties (such as the proprietor of the payment site) will be governed by their terms and conditions.

## 11. CHANGES TO THESE TERMS

11.1. 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.

## 12. OTHER IMPORTANT TERMS

12.1. **Transfer** - we may transfer our rights and obligations under any Contract with you to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract

12.2. **Force Majeure** - we do not take responsibility for any event which is outside our reasonable control. We shall not be deemed to be in breach of any Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to any cause beyond our reasonable control, including without limitation:

- (a) an "act of God";
- (b) compliance with any law or governmental order, rule, regulation or direction;
- (c) malicious damage, civil commotion, war, riot or terrorist attack (or threat of any of these);
- (d) strike, lockouts or other industrial action (whether involving our workforce or any other party's);
- (e) fire, flood, storm, epidemic or other natural disaster;
- (f) accident, or breakdown of plant and machinery; or
- (g) impossibility of the use of public or private telecommunications networks.

If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but you can contact our SHU Online Store Team: <https://store.shu.ac.uk/help/contact-us> to end the Contract and receive a refund for any products or services you have paid for in advance, but not received.

12.3. **Entire Agreement** - these terms supersede any earlier terms, conditions or arrangements which may have subsisted between us.

- 12.4.       **Complaints** - If you have any queries or complaints about a Product or Service please contact the University. Queries and/or complaints should be addressed to the SHU Online Store Team <https://store.shu.ac.uk/help/contact-us> who shall acknowledge receipt of your query within 7 working days. The SHU Online Store Team will do their best to resolve any problems you have with our products or services. Please include your order number on any correspondence to us. The outcome of such query and/or complaint shall be notified to you in writing. Where you are unhappy with the outcome of any complaint investigation and wish to appeal the decision made you must contact the SHU Online Store Team in writing within 10 working days of being notified of the outcome of the initial investigation. You must state why you are making the appeal and provide copies of any supporting evidence. The University's Sales Ledger Manager shall investigate your appeal and respond to you in writing within 20 working days of receiving your appeal.
- 12.5.       **Law and Jurisdiction** - 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.
- 12.6.       **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.
- 12.7.       **Third party rights** - this Contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.