

**TERMS AND CONDITIONS**

Sheffield Hallam University has set up an online service with a third party provider whereby students, staff, consultants, visitors and some third parties can purchase and make payments securely for products and services from the University. Please read these terms carefully before you submit an order to the University. These terms tell you how the University will provide certain products and services to you, how you and the University may end the contract, what to do if there is a problem and other important information.

These terms and conditions apply from 11<sup>th</sup> April 2016.

**1 DEFINITIONS**

- 1.1 In these terms and conditions the following terminology shall have the following meanings:

**Cancellation Form**

means the form you can use to notify the University of your withdrawal from the contract, a template of which is at Annex A.

**Cancellation Period**

means the period of 14 calendar days after the day the University writes to you to confirm acceptance of your order.

**Contract Information**

means the Product Description or the Service Description (as appropriate), the Product Terms or the Service Terms (as appropriate), the Fee and these terms and conditions, which together form the contract between you and the University.

**Deposit**

means any sum (forming part of the Fee) and required to be paid to secure a Product or Service.

**Eligibility Criteria**

means the criteria included in the Product Description or the Service Description (as appropriate) identifying who is entitled to purchase and/or benefit from a Product or Service.

**Fee**

means the fee charged by and payable to the University for the provision of the Product or Service to you.

**Product**

means a tangible item offered by the University for sale on the Website and which will normally require collection or delivery.

**Product Description**

means the important information about the Product including its Fee and any applicable Eligibility Criteria.

**Product Term**

means the additional important terms specific to the Product, including how and when payment of the Fee should be made, how and when it will be delivered and details of any applicable Required Information.

**Required Information**

means the additional information specified by the University which you must provide in order to enable the University to fulfil your order.

**Service**

means any item or service that is not a Product and is offered by the University for sale on the Website.

**Service Description**

means the important information about the Service, including its Fee and any applicable Eligibility Criteria.

**Service Terms**

means the additional important terms specific to the Service, including how and when payment of the Fee should be made, how and when it will be delivered and details of any applicable Required Information.

**Terms and Conditions**

means the terms and conditions contained in this document.

**University**

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; SHU Online Store Telephone number +44 (0)114 225 2478; Fax number +44 (0)114 225 3932; Email store@shu.ac.uk.

**Website**

means the website at <http://store.shu.ac.uk/>

**2 YOUR CONTRACT WITH THE UNIVERSITY**

- 2.1 By submitting an order you shall be deemed to be making an offer to purchase a Product or Service subject to the Contract Information. Please therefore read this information carefully before submitting an order.
- 2.2 No order shall be accepted until the University issues an email acknowledgement of order, at which point a contract will come into existence between you and the University.
- 2.3 If the University is unable to accept your order it will inform you of this in writing and will not charge you for the Product or Service. This could be for one of the reasons stated in clause 7.1.
- 2.4 The University will assign an order number to your order and tell you what it is when it accepts your order. The University will also assign you a personal customer reference number when you register to use the store. Please provide both the order number and your customer reference number whenever you contact the University about your order.

### **3 PRODUCTS**

- 3.1 The University warrants that the Products are of satisfactory quality.
- 3.2 The Product will become your responsibility from the time it is delivered to the address you gave or when you (or a duly authorised third party on your behalf) collect it.
- 3.3 The University will deliver the Product to you or make it available for collection in accordance with any timescales set out in the Contract Information. Where this is not set out in the Contract Information, the University will contact you with an estimated delivery date following acceptance of your order, or you have provided the Required Information in order to fulfil your order, whichever is the later.
- 3.4 If the Product is only available for collection or if you have asked to collect the Product, you can collect it from the University at the location and during the times notified to you in the order acceptance or later correspondence from the University.
- 3.5 If you do not collect the Product from the University as arranged, or if, after a failed delivery to you, you do not re-arrange delivery in accordance with the procedure set down in your Contract Information, the University may charge you for storage costs and any further delivery costs. If, despite the University's reasonable efforts, it is unable to contact you to re-arrange delivery or collection, it may end the contract.

### **4 SERVICES**

- 4.1 The University warrants that it shall perform the Services with reasonable care and skill.
- 4.2 Where it is not set out in the Contract Information, you will be notified in the University's order acceptance of the start date and estimated end date or duration of the Service.
- 4.3 If the Service has already begun or is due to begin before the end of the Cancellation Period, then, where you receive the benefit of the Service at any time during the Cancellation Period, you are expressly agreeing that the delivery of the Service to you should begin during the Cancellation Period.

### **5 FEES AND PAYMENTS**

- 5.1 Details of the Fee for the Product or Service will be notified in the Product Description or Service Description, as appropriate. All payments must be made in full in pounds Sterling in accordance with the details provided.
- 5.2 Where a deposit is required, the Product or Service may not be guaranteed until it is paid. Please refer to the Product Terms or Service Terms (as appropriate) for the full details applicable to your Product or Service.

- 5.3 Delivery charges will vary depending upon the method of delivery and destination you choose for delivery of a Product. These charges will be notified to you before you choose to place an order. For delivery to destinations within the EU, prices include VAT or other applicable sales tax. For delivery to destinations outside the EU, prices do not include VAT or other sales taxes.
- 5.4 The University shall not be liable for any currency fluctuations, exchange rate charges or other bank charges you may suffer or incur when making payment.
- 5.5 Please note that if you order a Product for delivery outside the UK it may be subject to import duties and taxes which are levied when the Product reaches your chosen destination. You will be responsible for payment of any such import duties and taxes. The University does not have any control over these charges and cannot predict their amount therefore please contact your local customs office for details before placing your order.

## **6 REQUIRED INFORMATION**

- 6.1 The University may need certain information from you so that it can supply the Product or Service to you. If so, this will be stated on the Website or in the Contract Information. If you do not give the University the Required Information by the deadlines specified or if you give the University incomplete or incorrect information, it may either end the contract or make an additional charge of a reasonable sum to compensate it for any extra work that is required as a result.
- 6.2 The University will not be responsible for supplying the Product or Service late or not supplying any part of it if this is caused by you not giving the University the Required Information by the deadlines specified.

## **7 WITHDRAWAL OF PRODUCTS OR SERVICES**

- 7.1 Prior to a Service starting or a Product being delivered to you, the University reserves the right to withdraw it where:
- a) it has identified an error in the price or description of the Product or Service;
  - b) the Product or Service is out of stock or no longer available;
  - c) in the case of a Service, an insufficient number or quality of orders is received;
  - d) appropriate numbers of sufficiently qualified staff are not available to deliver the Service;
  - e) the University does not or will not have the appropriate teaching and learning resources, including the necessary estate and facilities, to deliver the Service for any reason;
  - f) the Service is no longer viable for academic, regulatory, safety, legal, market-related and/or financial reasons; or
  - g) you have not made payment in full by the due date notified to you.

Where these factors are within the University's control it shall give you as much notice as reasonably practicable.

- 7.2 Where the University withdraws a Product or Service before it is delivered to you, the University shall refund all Fees paid by you for the Product or Service. Such refunds shall be made in pounds Sterling to the same credit or debit card you used to pay for the Product or Service and shall be made within 14 days of notifying you of the withdrawal.

## 8 DELAYS AND SUSPENSION

- 8.1 The University may have to delay or suspend the supply of a Product or Service where:
- a) events beyond the University's reasonable control prevent delivery, either temporarily or permanently;
  - b) information technology systems require essential repairs, maintenance work or upgrades;
  - c) health and safety or other legal reasons apply; or
  - d) improvements and changes are being made to the University's estate and/or facilities.
- 8.2 The University will contact you in advance to tell you it will be delaying or suspending the supply of the Product or Service, unless the problem is urgent or an emergency. In any event the University will contact you as soon as possible to let you know and will take steps to minimise the effects of any delays. Provided that the University does this, it will not be liable for delays caused by these events.
- 8.3 If the University has to suspend delivery for more than 60 working days, either party may contact the other to terminate the contract. In those circumstances, the provisions of clauses 9.4 or 9.6, as appropriate, shall apply.

## 9 TERMINATION BY YOU

- 9.1 For most Products and Services you can contact the University at any time to cancel your contract. However, some items are non-cancellable and non-refundable. Please refer to the specific Product and Service information stated on the Website for details of whether or not that Product or Service can be cancelled. This clause only applies to those Products and Services which can be cancelled.
- 9.2 To end the contract with the University please either:
- email the University at store@shu.ac.uk and provide your name, address and details of the order, including the order number; or
  - complete the Cancellation Form and send it to the University at the address on the form; or
  - write to the University at the address on the Cancellation Form and include the information required on the form.
- 9.3 If you decide to cancel your contract during the Cancellation Period, you will be entitled to a full refund of any Fees, provided that the delivery of the Product or Service did not occur during this period.
- 9.4 If you decide to cancel your contract during the Cancellation Period and delivery of the Service started during this period, you will be liable to pay a proportion of your Fees to

cover the period from the start of the Service to you until the University receives notification of your cancellation of the contract, and any deposit paid will be retained by the University.

- 9.5 If you decide to cancel your contract during the Cancellation Period and delivery of the Product occurred during this period, the University will refund you the Fees paid within 14 days from the day on which the University receives the Product back from you. Please note that you will be responsible for the direct cost of returning the Product to the University. The University may reduce the amount of Fee refunded to you to reflect any reduction in the value of the Product if this has been caused by your handling it in a way which would not be permitted in a shop or if it is damaged in transit back to the University. If the University refunds you the price paid before it is able to inspect the Product and later discovers you have handled it in an unacceptable way, you must pay the University an appropriate amount. Please note that the maximum amount the University will refund for any original delivery costs paid by you to receive the Product will be the cost of the least expensive delivery method offered by the University.
- 9.6 If you decide to cancel your contract after the Cancellation Period has expired, but before delivery of the Product or Service, the University shall refund any Fees paid by you, subject to retaining an amount to cover its reasonable losses and costs as a result of the withdrawal, including retaining any deposit paid.
- 9.7 If you decide to cancel your contract after both the Cancellation Period has expired and delivery of the Product or Service has occurred you will not be entitled to any refund of your Fee and any deposit paid will be retained by the University unless the Product or Service does not conform to the contract, in which case your statutory rights shall apply.
- 9.8 Any refunds will be made in pounds Sterling to the same credit or debit card you used to pay for the Product or Service.

## **10 TERMINATION BY THE UNIVERSITY**

- 10.1 The University may without liability terminate the contract with you at any time immediately by written notice if you are in material breach of these Terms and Conditions and in particular in the following circumstances:
  - a) if you have provided false, incomplete or misleading information to the University in response to any requests for information from the University;
  - b) 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, including but not limited to, providing the Required Information;
  - c) where your circumstances change so that you are no longer able to meet any Eligibility Criteria or other special requirements specified in the Contract Information;
  - d) if you fail to pay any Fees by the due date specified by the University; or
  - e) if you fail to collect the Product from the University within a reasonable time.

10.2 Where the University terminates your contract under clause 10.1, it may in its absolute discretion refund a proportion of any Fees which have been paid by you, subject to the University retaining an amount to cover its reasonable losses and costs as a result of the termination, including any deposit paid.

## **11 DATA PROTECTION**

11.1 The University will only hold and use your personal data (as defined under the Data Protection Act 1998) in accordance with the online store [Data Protection Statement](#).

## **12 LIABILITY**

12.1 The University cannot accept responsibility, and expressly excludes liability to the fullest extent permissible by law, for:

- a) all damage to your property (including to personal IT equipment, vehicles and bicycles parked on University campuses) unless it is caused by the negligence or default of the University or its staff;
- b) personal injuries or death except in so far as it is caused by the negligence of the University or its staff;
- c) all indirect and consequential losses, however arising;
- d) loss of opportunity and loss of income or profit, however arising.

12.2 In any event, save for any liability in negligence for personal injury or death, any remaining liability or any other liability of the University in contract, tort, breach of statutory duty, misrepresentation or any other liabilities, however occurring, are limited to the value of the Fee you have paid to the University for the Product or Service in question.

12.3 Neither party shall be liable to the other for any failure or delay in performing its obligations under the contract if such failure or delay is due to any cause beyond that party's reasonable control. This will include (but will not be limited to) governmental actions, war, riots, civil commotion, acts of terrorism, occupations, fire, flood, epidemic, labour disputes and acts of God.

12.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

## **13 IF THERE IS A PROBLEM**

13.1 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 Administration Team who shall acknowledge receipt of your query within 7 working days. Your query or complaint shall be referred to the Product or Service owner, as appropriate, who shall investigate and deal with any such matters within 20 working days of notification. The outcome of such query and/or complaint shall be notified to you in writing.

13.2 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 Administration

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.

#### **14 OTHER IMPORTANT TERMS**

- 14.1 The University reserves the right to make reasonable changes to these Terms and Conditions at any time. The University will usually give prior notice of any changes, but where this is not possible, changes will be brought to your attention as soon as is reasonably practicable.
- 14.2 In the event that any term, condition or provision contained in these Terms and Conditions is held to be invalid, unlawful or unenforceable to any extent, any such term, condition or provision shall, to that extent, be severed from the contract between you and the University without affecting the remaining Terms and Conditions, which shall continue to be valid.
- 14.3 These Terms and Conditions and your Contract Information represent the entire agreement between you and the University and shall supersede any and all prior agreements and all other documents or statements, written or oral, between you and the University.
- 14.4 In the event of inconsistencies between the Terms and Conditions and the remainder of the information in your Contract Information, the Terms and Conditions shall prevail over the remainder of the information in your Contract Information.
- 14.5 Any failure of or delay by you or the University in relation to the exercise of its rights under the contract shall not constitute a waiver of such rights and any waiver in respect of one act or omission shall not operate as a waiver in respect of any other or future acts or omissions.
- 14.6 It is not intended that any third party should be entitled to enforce any of the provisions within the Contract Information and the Contracts (Rights of Third Parties) Act 1999 is excluded.
- 14.7 Your contract shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.



**SHU ONLINE STORE TERMS AND CONDITIONS**

**ANNEX A**



**CANCELLATION FORM - SHU ONLINE STORE**

*Please complete and return to:*

SHU Online Store Administration Team  
c/o Finance Directorate  
Sheffield Hallam University  
City Campus  
Howard Street  
Sheffield  
S1 1WB

Email: [store@shu.ac.uk](mailto:store@shu.ac.uk)

I hereby give notice that I cancel my contract of sale of the following goods / for the supply of the following service \*:

.....

Ordered on / received on \*:.....

Name: .....

Address: .....

.....

.....

.....

.....

Signature: .....(not required if submitting form electronically)

Order Number: .....

Customer Reference Number: .....

Date: .....

***\*Please delete as appropriate***

