

King's College London E-Store - Terms & Conditions

Effective from 7th March 2011

King's College London

Standard Terms and Conditions of Sale

1. King's College London, The Strand, WC2R 2LS (the College) shall supply the goods or services listed on the College's store website: estore.kcl.ac.uk (the Site) on the following Terms and Conditions.
2. When you register to purchase goods or services from the Site you are required to acknowledge, by checking a box, that you have read and accepted these Terms and Conditions. Electronic means, such as email, notices, information and other communications comply with any legal requirements that such communications should be in writing. This does not affect your statutory rights.
3. These terms and conditions are the only conditions upon which the College will supply the goods and services to you to the exclusion of all other terms and conditions.
4. No terms or conditions endorsed upon, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document will form part of the contract, including the buyers own terms and conditions or those implied by trade, custom or practice.
5. If the College accepts your order, the College will send you an Acknowledgement of Order by email to the address you have specified to us at the time the order is placed.
6. The Acknowledgement of Order and these Conditions together constitute the entire agreement between the parties relating to the subject matter of the contract. Any variation will be in writing and signed by authorised signatories for both parties. Nothing in this Condition will operate to limit or exclude liability for fraud.
7. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the contract.
8. The Buyer may not assign or otherwise transfer the contract in whole or part without the College's consent. The Parties do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of the contract should be enforceable by a person who is not a party to it.

Description of Goods and Services

9. All drawings, designs, photographs, descriptions, specifications and other details published on the Site are for the sole purpose of giving an approximate idea of the goods or services so described and no information contained in them or in any other document whatever shall form part of the contractual description of the goods or services nor shall they form any part

of the any contract and the College shall not be liable for any inaccuracies or omission in them.

10. The College reserves the right to make, without notice, such reasonable modifications in specifications as it deems necessary or desirable.

Delivery of Goods

11. "Delivery Address" means the address specified on King's College's Acknowledgement of Order; and the "Delivery Date" means the date for delivery in the Acknowledgement of Order.

12. Unless otherwise agreed in writing by the College, delivery of the Goods will take place at the Delivery Address. The Buyer will take delivery of the Goods on the Delivery Date.

13. Any date specified by the College for delivery of the Goods is intended to be an estimate. If no date is so specified, delivery will be within a reasonable time of the order being placed.

14. In the event that the College is unable to deliver the goods or services, or is unable to deliver them within a reasonable time of the specified date, the College will contact the buyer and either agree a full refund or agree a new delivery date.

15. Where more than one item of goods is included in any order the College shall be entitled to make delivery by instalments. The contract shall be construed as a separate contract in respect of each instalment.

16. If for any reason the Buyer will not accept delivery of the Goods when they are ready for delivery, or the College is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (i) risk in the Goods will pass to the Buyer (including for loss or damage caused by the College's negligence); (ii) the Goods will be deemed to have been delivered; and (iii) the College may store the Goods until delivery, whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).

17. The Goods are at the risk of the Buyer from the time of delivery. Ownership of the Goods will not pass to the Buyer until King's College London has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

Payment

18. Payment of the Price is due by credit or debit card on the placing of an order. No order will be accepted until payment has been received by the College.

19. Payment shall be in pounds sterling.

20. The College will not be liable for any payment failing to reach the correct account as a consequence of incorrect information being provided, or if the payment is declined by the card supplier. The College shall have no obligation to inform the buyer if their card has been declined.

21. If the Buyer fails to pay the College any sum due, the College shall reserve the right to suspend any other deliveries due from the College to the Buyer and/or to refuse to accept any further orders from the Buyer.

Price

22. The Price will be as displayed on the website. The College is registered for VAT (no. GB 627 4035 51) and where applicable VAT will be included in the price.

23. The Price is subject to the addition of all costs in relation to postage, carriage and insurance unless these are explicitly included in the details of the goods on the Site.

24. Despite the College's best efforts some of the goods or services offered may be incorrectly priced. The College is under no obligation to provide you the goods or services at the incorrect price, even after Confirmation for your order, if the pricing error is unmistakable and can reasonably be recognised as mispricing.

25. Where VAT has been included in the Price and the buyer believes that they are not liable for UK VAT, e.g. because the buyer is not based in the UK and the place of supply is outside the UK according to UK legislation, then they should contact the College with details. Where appropriate the College will arrange a refund.

Cancellation

26. You may return any goods you have purchased, other than those specified in paragraph 27 below, for any reason including simply changing your mind. To do so you must notify the College in writing (email is acceptable) and returning the goods within 7 working days of their being delivered to you. They must be returned to the College at the address provided at your own cost and risk and in the same condition that you received them. The College will then make a refund to you.

27. The College will not accept the return of goods where:

- The goods have been made to your specification or personalised in some way;
- The goods are perishable (for example flowers and food);
- CDs, DVDs, tapes or other recording media, software or videos where the packaging has been breached.

28. You may cancel any contract for services within 7 working days of our accepting your order by an Acknowledgement of Order. To do so you must notify the College in writing (email is acceptable). You will then be entitled to a full refund.

29. Subject to 28 above, for courses or conferences, unless otherwise specified in the details for the particular event, you will be entitled to refunds according to the following table:

- Cancellation more than three weeks before the event 100%
- Cancellation 1-3 weeks before event 50%
- Cancellation within one week before event 0%

Where a different refund policy applies to certain events it will be specified in the event details.

Refunds

30. Refunds will only be made to the credit/debit card used for the original transaction.

31. Once agreed, refunds will be paid as soon as is reasonably possible, but in any event within 30 days.

Liability

32. The College's 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 the contract will be limited to the Price of the goods or services; and (ii) the College will not be liable to the Buyer for loss of profit, loss of business or loss of goodwill nor for any indirect or consequential liability, loss or damage which arises out of or in connection with the contract.

Force Majeure

33. The College reserves the right to defer the date of delivery or to cancel the contract in the case of including but not limited to, any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting the College's business or work which is beyond its reasonable control and which prevents the delivery of the Goods.

Data protection

34. Please read the [King's College London - Privacy statement](#) on how we will collect and store the information you give us.

Links to other sites

35. Links on the Site may lead to services or external websites not operated by the College. No judgement or warranty is made with respect to such other services or sites and the College takes no responsibility for such other sites or services. A link to another site or service is not an endorsement of that site or service. Any use you make of the information provided on the Site, or any site or service linked to by the Site, is at your own risk.

Law

36. The contract will be governed by English Law. The parties irrevocably submit to the jurisdiction of English Courts.

Variation

37. The College has a right to revise and amend these Terms and Conditions from time to time without notice.