

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

Effective from 13th June 2014

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.

Please read these terms and conditions. They govern your use of estore.kcl.ac.uk as well as any order you make from our website. The main body of these terms and conditions relate to your use of and purchases from estore.kcl.ac.uk. If you do not agree to these terms and conditions you should not use the website or place an order.

2. When you complete and make payment for an order you acknowledge 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 shall apply unless there are any specific terms and conditions attaching to particular goods or services supplied, in which case those specific terms and conditions shall apply in addition to these terms and conditions. In the event of any conflict between these terms and condition and any specific terms and conditions, the specific conditions shall prevail.

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. The College is under a legal duty to supply goods that are in conformity with the contract.

8. 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.

9. 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

10. 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.

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

Delivery of Goods

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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).

18. 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

19. 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.

20. Payment shall be in pounds sterling.

21. 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.

22. 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

23. 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.

24. The Price is subject to the addition of all costs in relation to postage, carriage and insurance. Where applicable these will be included in the details of the goods on the Site.

25. 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.

26. 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.

Right to cancel

27. You have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from-

(a) the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods;

(b) or in the case of multiple goods ordered in one order, the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good;

(c) or in the case of a service contract, from the conclusion of the contract.

To exercise the right to cancel, you must inform us (King's College London, The Strand, WC2R 2LS, Email: estoreadmin@kcl.ac.uk) of your decision to cancel the contract by a clear statement (e.g. by email). You may use the attached model cancellation form, but it is not obligatory.

[Click here to view/download the model cancellation form](#)

In the case of a service contract, the right to cancel within the 14 days is lost if the service has been fully performed.

28. The right of cancellation does not apply 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.

29. Subject to 27(c) 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.

Effects of cancellation

30. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you.

31. We will make reimbursement without undue delay, and not later than-

- (a) 14 days after the day we receive back from you any goods supplied, or
- (b) (if earlier) 14 days after the day you provide evidence that you have returned the goods, or
- (c) if there were no goods supplied, 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement. We may withhold reimbursement until we have

received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated to us your cancellation from this contract, in comparison with the full coverage of the contract.

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.