

Terms and Conditions

1. INTRODUCTION

1.1 **Loughborough University** of Ashby Road, Loughborough, Leicestershire, LE11 3TU (the **University**) shall supply the goods or services listed on the University Online Shop website: <https://onlineshop.lboro.ac.uk> (the **Site**) on the following terms and conditions.

1.2 By ordering any of the goods or services on the Site, you are deemed to have accepted and agree to be bound by these terms and conditions.

1.3 You should print a copy of these terms and conditions for future reference.

2. APPLICATION OF TERMS

Unless otherwise agreed in writing, these terms and conditions are the only conditions upon which the University are prepared to supply the goods or services to you. These terms and conditions shall constitute the whole agreement between the University and shall govern the contract between the University and yourself (**Contract**) to the entire exclusion of all other terms or conditions (including your terms and conditions or those implied by trade, custom or practice).

3. AVAILABILITY OF GOODS OR SERVICES

3.1 The University shall supply or otherwise procure the supply of the goods and services available on the Site to any party registered with the University on the Site.

3.2 Your order constitutes an offer to the University to buy the goods or services. All orders are subject to acceptance by the University, and the University will confirm such acceptance to you by sending you an e-mail confirming the order (**Purchase/Order Confirmation**). The Contract will only be formed once you receive the Purchase/Order Confirmation.

4. DELIVERY

4.1 The University will use its reasonable endeavours to fulfil and deliver your order within a reasonable time of the Purchase/Order Confirmation. If, due to exceptional circumstances, the University is unable to fulfil your order within a reasonable time, the University will email or contact you via the email address provided in your store registration to let you know.

4.2 In the **Terms and Conditions**, the Delivery Address means the delivery address specified in the personal details you have supplied.

4.3 Any date specified by the University for delivery of the goods is intended to be an estimate, and delivery will be within a reasonable time.

5. NON-DELIVERY OF GOODS

5.1 The quantity of any consignment of goods as recorded by the University upon despatch from the University shall be conclusive evidence of the quantity received by you on delivery unless you can provide conclusive evidence proving the contrary.

5.2 The University shall not be liable for any non-delivery of goods (even if caused by the University's negligence) unless written notice is given to the University within five (5) days of the date when the goods would, in the ordinary course of events, have been received.

5.3 Any liability the University has for non-delivery of the goods shall be limited to replacing the goods within a reasonable time, to providing a full refund or issuing a credit note at the pro rata Contract rate against any invoice raised for such goods.

6. CANCELLATION OF GOODS

6.1 You may cancel a Purchase/Order at any time within the turnaround time of the Purchase/Order e.g. before the goods are produced. In this case, you will receive a full refund of the price paid for the goods.

6.2 To cancel a Contract, you must inform the University in writing and return the Goods to the University immediately, in the same condition in which you received them, and at your own cost and risk. You are legally obliged to take reasonable care of the goods while they are in your possession and if you fail to comply with this obligation the University may have a right of action against you.

6.3 The rights outlined above, however, do not apply to the supply of the following:

1. perishables or any other goods intended for everyday consumption.
2. items made to your specification, or which are clearly personalised.
3. goods which by reason of their nature cannot be returned or are liable to expire rapidly.
4. services, if the supply has already commenced with your agreement.
5. digital downloads

7. RISK AND TITLE OF GOODS

7.1 The goods are at your risk from the time of delivery.

7.2 Ownership of the goods will only pass to you when you receive an email from the University confirming receipt of all sums due in respect of the goods, including delivery charges.

8. DELIVERY OF SERVICES

8.1 The services shall be provided on the date specified on the Site for that service.

8.2 The University shall provide or otherwise procure the provision of the services with all reasonable skill and care.

9. NON-DELIVERY OF SERVICES

9.1 If the University should have to postpone a service, the University shall notify you as soon as possible and provide you with a new date for the delivery of the service.

9.2 If the University should have to cancel the service, the University shall provide you with a full refund for the service.

10. PRICE

10.1 Unless otherwise agreed by the University in writing, the price for the goods or services will be the price as displayed on the Site. Should value added tax be payable, the price shown will display that value added tax included in the price. That price is subject to the addition of all costs or charges in relation to postage/carriage and insurance.

10.2 You must make all payments due, in advance, under the Contract, without any deduction and you will receive an email from the University confirming receipt of all sums due.

10.3 Prices are liable to change at any time, but changes will not affect orders in respect of which the University has already sent you a Purchase/Order Confirmation.

10.4 The Site contains many goods and services, and it is always possible that, despite the University's best efforts, some of the goods or services listed on the Site may be incorrectly priced. The University are under no obligation to provide the goods or services to you at the incorrect (lower) price, even after the University has sent a Purchase/Order Confirmation, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as mispricing.

11. PAYMENT

11.1 All payments are subject to the following conditions:

11.1.1 The University cannot accept liability if payment is refused or declined by the credit/debit card supplier for any reason; and

11.1.2 If the card supplier declines payment, the University is under no obligation to bring this fact to your attention. You should check with your bank/credit/debit card supplier that payment has been deducted from your account.

12. REFUND

12.1 Refunds will be made as soon as possible following cancellation and, in any case, will be authorised within thirty (30) days of the day of notice of cancellation.

12.2 Refunds, if applicable, will only be made to the debit/credit card used for the original transaction.

12.3 Returns must be returned in the condition that the University sent them out in.

13. DATA PROTECTION

Please read the [Privacy Policy](#) for details of how the University will use information about you. By agreeing and accepting these terms and conditions you hereby agree and accept the terms of our Privacy Policy.

14. LIABILITY

14.1 The University shall, in no circumstances, be liable to you in contract, delict (including negligence) warranty or otherwise, in respect of any of the following losses or damage (whether such losses or damages were foreseen, foreseeable, known or otherwise):

- indirect or consequential loss or damage.
- loss of business profits, salary, business revenue, goodwill, or anticipated savings.
- loss which could have been avoided by you through reasonable conduct.

14.2 If for any reason you will not accept delivery of the goods or the services:

- risk in the goods or services will pass to you.
- the goods or services will be deemed to have been delivered; and
- the University may store the goods until delivery, whereupon you will be liable for all related costs and expenses (including, without limitation, storage, and insurance).

14.3 The University confirms that (subject to the other provisions of these terms and conditions) the goods upon delivery will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. Subject to this clause 13.3, the University will not be liable for a breach unless:

- you give written notice of the defect to the University, and (if the defect is because of damage in transit) to the carrier, within fourteen (14) days after the time when you discover or ought to have discovered the defect; and
- the University is given a reasonable opportunity after receiving the notice to examine the goods, and you (if asked to do so by the University) return the goods to the University, at your cost, for the examination to take place there.

14.4 The University will not be liable for any claims that the goods are not of satisfactory quality if:

- you make any further use of the goods after giving notice to the University; or
- the defect arises because you failed to follow the University's instructions as to the storage, installation, commissioning, use or maintenance of the goods or (if there are none) good trade practice; or
- you altered or repaired the goods without the consent of the University.

14.5 Nothing in these terms and conditions excludes or limits the liability of the University for death or personal injury caused by the University's negligence or excludes the University's liability for fraudulent misrepresentation.

15. WARRANTIES

All warranties, conditions, and other terms whether express or 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.

16. TERMINATION

16.1 The University may terminate the Contract with immediate written notice if you fail to pay the price of the goods or services in accordance with these terms and conditions.

16.2 Notwithstanding termination of the Contract for any reason you will continue to be liable for that proportion of the price attributable to those goods provided up until the date of termination.

17. VARIATION

The University has the right to revise and amend these terms from time to time without notice.

18. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications the University send to you should be in writing. When using the Site, you accept that communication with the University will be mainly electronic. **It is imperative that you check you have input a correct and valid email address. The University can take no responsibility for failure of communication due to incorrect/invalid email accounts.** The University will contact you by e-mail or provide you with information by posting notices on the Site. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information, and other communications that the University provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

19. NOTICES

All notices given by you to the University must be given to Loughborough University, Ashby Road, Loughborough, Leicestershire, LE11 3TU or via the email address print@lboro.ac.uk.

The University may give notice to you at either the e-mail or postal address you provide to the University when placing an order. Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped, and placed in the post and, in the case of an e-mail that such e-mail was sent to the specified e-mail address of the addressee.

20. ASSIGNATION

The University may at any time assign the Contract or any of the University's rights or obligations under it.

21. WAIVER

The failure of either party to exercise or enforce any right conferred on that party by the Contract shall not be deemed to be a waiver of any such right or operate to bar the exercise or enforcement thereof at any time or times thereafter.

22. SEVERABILITY

If and in so far as any part or provision of these conditions is or becomes void or unenforceable it shall be deemed not to be or never to have been or formed a part of the Contract and the remaining provisions of the Contract shall continue in full force and effect.

23. FORCE MAJEURE

The University reserves the right to defer the date of delivery or to cancel the Contract for all circumstances beyond its reasonable control, including but not limited to any strike, lockout, disorder, fire, explosion, disease, accident, or stoppage of or affecting the University's business or work and which prevents or hinders the delivery of the goods or the performance of the services.