

ONLINE STORE TERMS AND CONDITIONS

This page (together with the documents referred to on it) explains the terms and conditions on which we supply any of the goods or products (Products) and services (Services) listed on our online store to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products or Services. You should understand that by ordering any of our Products or Services, you agree to be bound by these terms and conditions.

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

1 Information about us

We, Glasgow Caledonian University, a charity registered in Scotland under charity number SC021474 and having our registered office at Cowcaddens Road, Glasgow, G4 0BA. Our VAT number is 596 7894 50. We operate the website <https://store.gcu.ac.uk> (our site).

2 How the contract is formed between you and us

- 2.1 After placing an order, you will receive online notification from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product or Service. All orders are subject to acceptance by us. The contract between us (Contract) will only be formed when you receive the Products and/or Services (as applicable).
- 2.2 In the case of Products, the Contract will relate only to those Products which you receive. A contract for any other Products which may have been part of your order will be formed when you receive those other Products.
- 2.3 In the case of Services, these will be governed by the relevant terms and conditions applicable to the particular service, which will be available on the site to which your service relates – please check these terms and conditions before proceeding with your order.

3 Your status

- 3.1 By placing an order through our site, you warrant that:
 - 3.1.1 you are legally capable of entering into binding contracts;
 - 3.1.2 you are at least 16 years old; and
 - 3.1.3 that you are not resident in a county where making a payment to our site, in line with these terms and conditions would breach any laws in that county.

4 Delivery of Products

In the case of Products, your order will be fulfilled/made ready for receipt (as applicable) within a reasonable time of the date indicated at the time of ordering, unless there are exceptional circumstances.

5 Warranty

We warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied. All other warranties, conditions or terms relating to fitness for purpose, merchantability, satisfactory quality or condition whether implied by statute or common law are excluded in so far as permitted by law.

6 Cancellation rights

- 6.1 In the case of Products, if you are contracting as a consumer, you have a statutory right to cancel your Product order for any reason and receive a full refund, except in the case of certain products listed in paragraph 6.2. You will receive a full refund of the price paid for the Products (excluding postage costs). Your statutory right to cancel a Contract relating to the purchase of a Product starts from the date when you receive the Product (when the Contract between us is formed). If the Products have been delivered to you, you may cancel at any time within 7 working days, starting from the day after you receive the Products. In the event that you received a Product that is damaged on delivery then please inform us of this in writing as soon as possible. If a Product is returned to us damaged and you have not informed us that the Product was damaged when you received it then we may refuse your right to cancel or receive a refund.
- 6.2 You will not have any right to cancel a Contract for the supply of any made-to-measure or personalised products, newspapers, periodicals or magazines, perishable goods, or software, DVDs or CDs which have had their security seal opened or unsealed.
- 6.3 In the case of Services, your cancellation rights vary depending on the service that we are providing you with. A cancellation fee may be applicable. Please refer to the particular terms and conditions that relate to the Service that you are receiving in accordance with paragraph 2.3.
- 6.4 In the case of Products, to cancel a Contract, you must inform us in writing. If the Products have been delivered to you, you must also return the Products to us as soon as reasonably practicable, and at your own cost. You have a legal obligation to take reasonable care of the Products while they are in your possession.

7 Transfer of rights and obligations

- 7.1 We may transfer our rights and obligations under these terms and conditions to another organisation, but that will not affect your rights or our obligations under your Contract with us.

- 7.2 You may only transfer your rights and obligations under your Contract with us if we agree to this in writing.

8 Price

- 8.1 The price of the Products, Services and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.
- 8.2 Product and Service prices include VAT, where applicable. However, if the rate of VAT changes between the date of your order and the date of delivery, we will adjust the VAT you pay, unless you have already paid for the Products or Services in full before the change in VAT takes effect.
- 8.3 Product and Service prices and delivery charges are liable to change at any time, but changes will not affect orders for Products and/or Services which you then take steps to fulfil/receive within a reasonable time of such order.

9 Refunds

- 9.1 If an order is cancelled in accordance with paragraph 6 above, then we will refund the amounts owed as soon as possible following cancellation and in any case within 30 days following cancellation.
- 9.2 If we are due to provide you with a refund then this will be made to the credit or debit card used to carry out the original transaction.

10 How we use your information

Please read the Privacy Policy <http://www.gcu.ac.uk/floatingpages/privacypolicy/> for details on how we will use your information. By agreeing and accepting these terms and conditions you hereby agree and accept the terms of our Privacy Policy.

11 Our liability to a business

- 11.1 This paragraph 11 applies when you are making payments in the course of a business. It does not apply where you are a consumer.
- 11.2 Subject to paragraph 11.4, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products and/or Services and, subject to paragraph 11.2, any losses that you suffer as a result of our failure to comply (whether arising in contract, delict (including negligence), breach of statutory duty or otherwise).
- 11.3 Subject to paragraph 11.4, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories even if such losses were in our contemplation as at the date that the contract constituted by these terms and conditions was formed between us of being a foreseeable consequence of our breach:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits;
- (d) loss of anticipated savings;
- (e) loss of data; or
- (f) waste of management or office time.

11.4 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) defective products under the Consumer Protection Act 1987; or
- (d) any other matter for which liability cannot be excluded or limited by law.

This paragraph 11 does not apply if you are contracting as a consumer. If you are contracting as a consumer please see paragraph 12.

12 Our liability to a consumer

12.1 If we fail to comply with these terms and conditions, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms and conditions or our negligence. Loss or damage is foreseeable if it was an obvious consequence of our breach or it was otherwise contemplated by you and us at the time we entered into the relevant Contract.

12.2 We only supply the Product and Services for domestic and private use. You agree not to use the product for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12.3 We do not in any way exclude or limit our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples)
- (d) defective products under the Consumer Protection Act 1987; and

- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

This paragraph 12 does not apply if you are contracting as a business. If you are contracting in the course of business please see paragraph 13.

13 Our right to vary these terms and conditions

- 13.1 We have the right to revise and amend these terms and conditions from time to time.
- 13.2 You will be subject to the policies and terms and conditions in force at the time that you order Products and/or Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you).

14 Our contract with you if you are a business

- 14.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter hereof.
- 14.2 We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- 14.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- 14.4 Nothing in this paragraph limits or excludes any liability for fraud.

If you are contracting as a consumer, this paragraph 14 does not apply. If you are contracting as a consumer please see paragraph 15.

15 Our contract with you if you are a consumer

If you are contracting as a consumer, we intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

If you are contracting in the course of business, this paragraph 15 does not apply. If you are contracting in the course of business please see paragraph 14.

16 Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication by us to you will be electronic. We will contact you by email or provide you with information by posting notices on our site. For contractual purposes you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

17 Notices

17.1 Any notice to be sent by you or by us in connection with these terms and condition can be sent by letter or by email. Notices to us should be sent to one of the following addresses:

17.1.1 Post: Accounts Receivable, Finance Office, Glasgow Caledonian University,
Cowcaddens Road, G4 0BA;

17.1.2 Email: storequeries@gcu.ac.uk

17.2 We will send notices to you by email to the email address that you supplied at the time of signing up to our site.

17.3 Either of us can change the address for notices by telling the other in writing the new address, but the previous address will continue to remain valid for 7 days after the change is notified.

17.4 If sent to the correct address, a notice will be treated as received 3 working days after sending if a letter or 24 hours if sent by email even if it is not actually received.

18 Third party rights

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them.

19 Waiver

The failure of either party to exercise or enforce any right conferred on that party by these terms and conditions 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. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with paragraph 16 above.

20 Severability

If any court or competent authority decides that any of the provisions of these terms and conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent

only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

21 Force majeure

We reserve the right to defer the date of delivery or to cancel a Contract for all circumstances beyond its reasonable control, including but not limited to any strike, lockout, disorder, fire, explosion, accident or stoppage of or affecting our business or work and which prevents or hinders the delivery of the Goods or the performance of the Services.

22 Law and jurisdiction

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by Scots law. Any dispute or claim arising out of or in connection with these terms and conditions or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of Scotland.