New College Store

Terms and Conditions



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NEW COLLEGE OXFORD STORE Important Notice

The following terms will apply to any order you place, tourist booking or event you purchase with us and if you find yourself unable to agree to them, then you must not use our Store or services and should not complete the order form. By completing and placing an order form or purchasing tickets for an event you signify your agreement to be bound by these terms.

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1. GENERAL INFORMATION ABOUT NEW COLLEGE

- 1.1. We are New College, Oxford, United Kingdom OX1 3BN.
- 1.2 If you have an order related query, please contact us using the details specified in the 'Contact Details' section.
- 1.3 Our VAT number is GB 1953448 34.
- 1.4 Our Charity Registration Number 1142701.

2. CONTRACT INFORMATION

- 2.1 We invite you to place an order with us for goods and/or services described on this website (the Order) by entering your details in the form. We reserve the right to refuse to accept your Order. We may choose to exercise this right of refusal if, for example, you have provided incomplete or inaccurate details, there has been a change in pricing structure, or we are unable to deliver the goods and/or services at the times required.
- 2.2 If we accept the Order, we will notify acceptance to you by online electronic means (Acceptance) to the e-mail address you have given to us on ordering. The Order will then be fulfilled by the date set out in the Acceptance or, if the Acceptance does not contain such a date, within 30 days of the date we send the Acceptance. A legally binding contract will be formed between us at the time of sending the Acceptance.

3. TERMS OF SALE

- 3.1 If we accept your order we agree to supply the goods and/or services from this website which you specify below (the Products).
- 3.2 Nothing in these terms excludes or limits our liability for death or personal injury caused by our negligence, or for fraudulent misrepresentation. Subject to the preceding sentence: (i) our 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 these terms will be limited to the amount paid by you for the Product(s) concerned; and (ii) we will not be liable to you for loss of profit, loss of business or depletion of goodwill nor for any indirect or consequential liability.
- 3.3 To the extent permitted by law, all express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Products, our website or any information or service provided through our website are strictly excluded. We will do our best to ensure that all materials and information published on our website are accurate, but please note that all materials and information on our website are provided on an "as is" basis.

4. PRICE

- 4.1 The price or fee to be paid for each of the goods and services (the Price) is displayed on this website with the product or event.
- 4.2 The Price is inclusive of Value Added Tax where applicable, and the VAT will be paid by you at the rate and in the manner for the time being prescribed by law. We will supply a tax invoice for your records in the form of an email confirmation from our Store.
- 4.3 If not included in the price, charges for packaging, posting and insurance will be detailed separately for each order and is payable by you.
- 4.4 You will be responsible for paying any import duties and taxes, which may be levied for deliveries outside of the European Union.
- 4.5 Each Price is the price in force at the date and time of your Order. Any of the Prices may change before or after you place an Order. We try to ensure that the Prices are accurate but the price on your Order will need to be validated by us as part of the acceptance procedure (see clause 2.2). We shall inform you if a Product's correct Price is higher than that stated in your Order and, if so, we give you the right to either reconfirm your Order at the correct price or cancel the Order. The Order is deemed to be cancelled if you do not reconfirm your Order within 7 days of us sending our notice to you of the change in Price.

5. PAYMENT

- 5.1 You must pay for the Products by credit or debit card at the time you place the Order, at which time you will be notified of the current Price. Your card will only be debited once we have accepted the Order. Please note that payment must be received in pounds sterling.
- 5.2 In order to facilitate the payment process you will be transferred to New College's secure payment site where you can enter your card details.
- 5.3 VAT invoice/receipt will be provided on confirmation of your order.

6. DELIVERY

- 6.1 Delivery will be at the address stated in the Order.
- 6.2 We will endeavour to deliver goods on the date or within the period set out in clause 2.2 but time of delivery is not of the essence of the agreement.
- 6.3 Risk in the Products will pass to you on delivery.

7. CANCELLATION AND REFUNDS EVENTS AND GOODS

You may cancel the contract pursuant to the following provisions. **Please also note 8.1 for cancellations relating to Tourist bookings.**

7.1 Contract for the supply of goods

You may return any goods you have purchased within 14 working days of delivery for any reason (including if you simply change your mind). To do so you must notify us in writing or other durable medium (including e-mail) within those 14 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days. You must arrange for and pay the costs of returning the goods to us. While in your possession, you must keep any goods you intend to return to us in good condition.

7.2 Contract for the supply of services

- . You may cancel a contract for the supply of services within 14 working days of Acceptance (see clause 2.2). To do so you must notify us in writing or other durable medium (including e-mail) within those 14 working days. You will then be entitled to a refund from us, which will be paid as soon as possible, but in any event within 30 days.
- 7.2 The rights referred to in paragraphs 7.1 and 7.2 do not apply where:
- 7.2.1 The Product is made to your specifications or is clearly personalised;
- 7.2.2 The Product is one which by reason of its nature cannot be returned;
- 7.2.3 The Product consists of newspapers, periodicals or magazines;
- 7.2.4 The Product by reason of its nature is likely to deteriorate or expire rapidly;
- 7.2.5 The Product consists of audio or video recordings or computer software, and the sealed packaging has been opened or damaged by you.

If:

- 7.2.6 The Product delivered is not what you ordered, or
- 7.2.7 The Product delivered is not of a satisfactory quality,

we will refund to you the amount paid and your reasonable costs of returning the Product.

- 7.3 Contract for supply of Services Events
- 7.3 Subject to clause 7.2, in the case of course or events, you may cancel the Order at least a week before the start of the course or conference. The deposit is for accommodation, transport, catering and/or leisure services which we undertake to provide on the specific date or within the specific period of time at which the course or conference will take place. The deposit is therefore not refundable, but we will then refund the following proportions of the balance of the course or conference fee. The periods reference the day on which we receive your notification of cancellation:
- 7.3.1 More than 2 weeks before the start date: 100%
- 7.3.2 1-2 weeks before the start date: 50%.
- 7.3.3 Less than 1 week before the start date: 0%

8 TOURIST GROUP BOOKINGS REFUND POLICY

8.1 Refund Policy for reservations made by individuals, Tour Groups and other organisations/companies.

- 8.1.1 If you have made a reservation and members of the Group are unable to attend the booking for any reason, provided that the College receive notification no later than 72 hours before the start date of the booking, New College will accept cancellation of the reservation or a reduction in the number of people attending the tour, subject to clause
- 8.1.2 Where New College has already received payment for a pre-booked visit, and College receive notification no later than 72 hours before the start date of the booking, that you would like to cancel or reduce the number of people attending the visit, New College will not provide a refund but will, subject to availability, offer to exchange the ticket for a tour of the same value, on an alternative date when all members of the group can attend the tour.
- 8.1.3 If payment has been made and New College receives a notification, within 72 hours before the start date of the tour, that members of the group cannot attend the tour, New College will not provide a refund to those members who cannot attend nor will New College offer to exchange the tickets for an alternative date when all members of the group can attend.
- 8.1.4 For the avoidance of doubt, if on the date of any tour (including any alternative dates which have been offered) the number of people who attend the tour is less than the number of people specified in the reservation New College will not provide a refund for those members of the group who failed to attend the tour.
- 8.2 Refund policy in the event of dissatisfaction of an Individual or Tourist Group Booking
- 8.2.1 New College work hard to provide a consistent service of excellent quality for our visitors and will investigate any lapse in this standard for which we are notified.

9. INFORMATION YOU PROVIDE

Any information you provide to us will be governed by our <u>Privacy Policy</u>. Any information you provide to third parties (such as the proprietor of the payment site) will be governed by their terms and conditions.

10. ALTERATIONS

We may alter these terms from time to time and post the new version on our website, following which all use of our website will be governed by that version. You should check the terms on the website regularly.

11. FORCE MAJEURE

We do not take responsibility for any event which is outside our reasonable control.

12. ENTIRE AGREEMENT

These terms supersede any earlier terms, conditions or arrangements which may have subsisted between us.

13. LAW

These terms shall be governed by and construed in accordance with the law of England; and the English Courts shall have exclusive jurisdiction to deal with any dispute which may arise out of them.

14. SEVERABILITY

If all or any of these terms prove to be illegal or unenforceable, the other terms and the remainder of the term in question shall remain in full force and effect.

15. CONTACTS

Events and Conferences

Degree Days student.services@new.ox.ac.uk
Old Members' Events Old.members@new.ox.ac.uk
Symposia Jacqui.julier@new.ox.ac.uk

Tourist Bookings

Tourism@new.ox.ac.uk

Store refunds and payment enquiries

Store@new.ox.ac.uk

Website technical Issues

webmaster@new.ox.ac.uk