

## Terms and Conditions of Sale

### Online Business and Consumer Goods

#### 1 These terms

- 1.1 These are the terms and conditions on which we supply products (“**products**”) and services (“**services**”) to you, whether these are goods, services or digital content. Services may include the provision of places at conferences, on courses or at other events.
- 1.2 Read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. By clicking on the ‘Pay Now’ button, you are confirming that you have read and agree to these Terms and Conditions.
- 1.3 These Terms and Conditions constitute the entire agreement between you and us relating to the products and services supplied to you and supersede any prior agreements with respect to such products and services.
- 1.4 Are you a **business customer** or a **consumer**?
- In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a **consumer** if
- 1.4.1 you are an individual
- 1.4.2 you are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession)
- 1.5 **Business Customers:** If you are a business customer, this is our entire agreement with you [this agreement will consist of these terms and conditions and any other terms and conditions that may have been agreed]. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

#### 2 Information about us and how to contact us

- 2.1 Who we are:
- We are the Chancellor, Masters, and Scholars of the University of Cambridge (“we” or “us”). Our main business address is:
- The Old Schools, Trinity Lane, Cambridge CB2 1TN.
- Our VAT number 823 8476 09. We are an exempt charity under the Charities Act 2011.
- Note that in some cases, we accept orders as agents on behalf of our subsidiaries. You accept that the resulting legal contract is subject to these terms and conditions, except that you contract with the subsidiary in place of us.
- 2.2 You can contact us by telephoning our helpline number +44(0)1223 765 999 or by writing to us at:
- Finance Division, Greenwich House, Madingley Rise, Cambridge CB3 0TX or [onlinesales@findivsales.admin.cam.ac.uk](mailto:onlinesales@findivsales.admin.cam.ac.uk).

2.3 If we have to contact you, we will do so by telephone, or by writing to you at the email address or postal address you provided to us in your order.

2.4 When we use the words “writing” or “written” in these terms, this includes email.

### **3 Our contract with you**

3.1 Our acceptance of your order will take place when we send confirmation, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order, we will inform you; if you have paid, we will provide a refund. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 We may also be unable to accept your order if doing so would result in us contravening any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a sanctions authority of the UK, United Nations or any other governmental authority with jurisdiction over you or us.

3.4 We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

### **4 Our products**

4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device’s display of the colours accurately reflects the colour of the products.

4.2 The packaging of the product may vary from that shown in images on our website.

4.3 If we are making the product to measurements or specifications you have given us, you are responsible for ensuring that these measurements or specifications are correct. You can find information and tips on how to measure on our website or by contacting us.

4.4 Certain products are subject to age restrictions as indicated in the product description. By placing your order for any of these products, you confirm that you have reached the required age. Your entire order will be cancelled if we are unable to verify your age using the details you have submitted. Alcohol and alcohol related products can only be purchased by, and for individuals aged 18 or over.

4.5 Certain courses are subject to age restrictions as indicated in the product description. By placing an order for any of these courses, you confirm that you or the person you are purchasing the course for meet the required age restriction and that, if under 18 years old, they have parental or guardian consent to attend the course. Your entire order will be cancelled if we are unable to verify the age of the attendee or the necessary consent using the details you have submitted.

### **5 Your rights to make changes**

5.1 If you wish to make a change to the product you have ordered, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary because of your requested change and ask you to confirm whether you wish to go ahead with the change.

## 6 Our rights to make changes

### 6.1 We may change the product:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements, or
- 6.1.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

### 6.2 In addition, we may make changes to these terms or the product, but if we do so, we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but have not been received.

### 6.3 We may update or require you to update digital content, provided that the digital content shall always match the description we provided to you before you bought it.

## 7 Providing the products

### 7.1 The costs of delivery will be as displayed to you on our website.

### 7.2 During the order process we will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

### 7.3 If the products are **goods**, we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order OR we will contact you to agree a delivery date, unless otherwise stated in the product description.

### 7.4 If the products are **one-off services**, we will begin the services on the date set out in the order OR on the date we accept your order OR on the date agreed with you during the order process. The estimated completion date for the services is as told to you during the order process, unless otherwise stated in the services description.

### 7.5 If the product is a **one-off purchase of digital content**. We will make the digital content available for download by you as soon as we send confirmation of the order being accepted, unless the content needs to be sent during working hours.

### 7.6 If the products are **ongoing services** or a **subscription to receive goods or digital content**, we will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in Clause 8 or we end the contract by written notice to you as described in Clause 10.

### 7.7 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. We shall have no liability to you in respect of any delay or failure to deliver a product or service due to circumstances beyond our control, including (without limitation) delay or failure caused by adverse weather, strikes or trade disputes, other industrial action or transport problems. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

### 7.8 If you have asked to collect the products from our premises, you can collect them from us at a time and location agreed with us in writing.

### 7.9 If there is no-one available at the delivery address when the product is delivered and cannot be posted through your letterbox, our courier will leave note informing you of how to arrange delivery or collect the product from a local depot.

### 7.10 If you do not re-arrange delivery or collect them from a delivery depot, we will contact you for further instructions and may charge you for storage costs and any further

delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the contract and Clause 10.2 will apply.

- 7.11 A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.12 You own a product which is goods once we have received payment in full.
- 7.13 We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract (and Clause 10.2 will apply). We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information, we need within a reasonable time of us asking for it.
- 7.14 We may have to suspend the supply of a product to:
  - 7.14.1 deal with technical problems or make minor technical changes.
  - 7.14.2 update the product to reflect changes in relevant laws and regulatory requirements.
  - 7.14.3 make changes to the product as requested by you or notified by us to you (see Clause 6).
- 7.15 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we must suspend the product for longer than 30 days, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.
- 7.16 We may also suspend supply of the products if you do not pay. If you do not pay us for the products when you are supposed to (see Clause 14.4) and you still do not make payment within seven days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see Clause 14.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see Clause 14.6).

## **8 Your rights to end the contract**

- 8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer.
  - 8.1.1 If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see **Clause 12 if you are a consumer** and **Clause 13 if you are a business**.
  - 8.1.2 If you want to end the contract because of something we have done or have told you we are going to do, see Clause 8.2.

- 8.1.3 If you are a **consumer** and have changed your mind about the product, see Clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions, and you will have to pay the costs of return of any goods.
  - 8.1.4 In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see Clause 8.6.
- 8.2 If you are ending a contract for a reason set out in 8.2.1 – 8.2.5, the contract will end immediately, and we will refund you in full for any products which have not been provided. The reasons are:
  - 8.2.1 we have told you about an upcoming change to the product or these terms which you do not agree to (see Clause 6.2).
  - 8.2.2 we have told you about an error in the price or description of the product you have ordered, and you do not wish to proceed.
  - 8.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control.
  - 8.2.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, for a period of more than 30 days.
  - 8.2.5 you have a legal right to end the contract because of something we have done wrong.
- 8.3 If you are a **consumer**, then for most products bought online you have a legal right to change your mind within 14 days and receive a refund. Your legal rights are explained in the [Consumer Contracts Regulations 2013](#).
- 8.4 Your right as a **consumer** to change your mind and receive a refund does not apply in respect of:
  - 8.4.1 digital products after you have started to download or stream these.
  - 8.4.2 services, once these have been completed, even if the cancellation period is still running.
  - 8.4.3 services related to leisure activities if they are set to take place on a specific date or for a specific period.
  - 8.4.4 products sealed for health protection or hygiene purposes, once these have been unsealed after you receive them.
  - 8.4.5 sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them.
  - 8.4.6 goods that are made to your specifications or are clearly personalised.
  - 8.4.7 any products which become mixed inseparably with other items after their delivery.
- 8.5 If you are a **consumer**, how long you can change your mind depends on what you have ordered and how it is delivered.
  - 8.5.1 If you have bought services, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

- 8.5.2 If you have bought digital content for download or streaming, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- 8.5.3 If you have bought goods, you have 14 days after the day you (or someone you nominate) receives the goods, unless:
- (a) Your goods are split into several deliveries over different days. In this case you have until 14 days after the day you (or someone you nominate) receives the last delivery.
  - (b) Your goods are for regular delivery over a set period. In this case you have until 14 days after the day you (or someone you nominate) receives the first delivery of the goods.
- 8.6 If you are a **business**, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately, and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur because of your ending the contract.
- 9 How to end the contract with us (including if you are a consumer who has changed their mind)**
- 9.1 To end the contract with us, let us know by doing one of the following:
- 9.1.1 Phone or email. For services, contact the service provider or event organiser and, for goods, contact the department that dispatched the goods, in each case using the contact details that were provided to you at the point of sale. If you are unable to contact the event organiser or dispatching department, email customer services at [onlinesales@findivsales.admin.cam.ac.uk](mailto:onlinesales@findivsales.admin.cam.ac.uk). Please provide your name, the order number which starts with CAMxxxxx and, where available, your phone number and email address.
  - 9.1.2 If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You can return the goods in person to where you bought them. Alternatively, post them back to us at the address agreed with the department that dispatched the goods to you or (if they are not suitable for posting) allow us to collect them from you. If you are unable to contact the department, please email customer services at [onlinesales@findivsales.admin.cam.ac.uk](mailto:onlinesales@findivsales.admin.cam.ac.uk). If you are a **consumer** exercising your right to change your mind you must send off the goods within 14 days of telling us you wish to end the contract.
- 9.2 We will pay the costs of return if:
- 9.2.1 the products are faulty or misdescribed, or
  - 9.2.2 you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong



In all other circumstances (including where you are a consumer exercising your right to change your mind) you must pay the costs of return.

- 9.3 If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.
- 9.4 If you are entitled to a refund under these terms, we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.5 If you are a **consumer** exercising your right to change your mind:
  - 9.5.1 we may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we can inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
  - 9.5.2 the maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
  - 9.5.3 where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 9.6 If you are a **consumer** exercising your right to change your mind, we will make any refunds as soon as possible if:
  - 9.6.1 the products are goods, and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see Clause 9.2.
  - 9.6.2 in all other cases, your refund will be made within 14 days of you telling us you have changed your mind.
- 9.7 Refunds will be made only to the debit or credit card used to pay for the purchase.
- 9.8 All prices are payable in UK sterling and any refunds due will be made in UK sterling. If you make payment in a currency other than UK sterling and there has been or is a change in the exchange rate you may not receive the full amount back that you paid. Additionally, if your bank or card issuer levies charges on any payments made by you or refunds made by us, the amount of such charges will not be included in the refund.

## **10 Our rights to end the contract**

- 10.1 We may end the contract if you breach its terms. We may end the contract for a product at any time by writing to you if:
  - 10.1.1 you do not make any payment to us when it is due, and you still do not make payment within seven days of us reminding you that payment is due.
  - 10.1.2 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, full name to appear on transcript, name of recipient for gift membership and delivery address.

- 10.1.3 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us, or
- 10.1.4 you do not, within a reasonable time, allow us access to your premises to supply the services.
- 10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in Clause 10.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur because you break the contract.
- 10.3 We may end the contract with you without paying you any refund if contracting with you would result in us at any time during the term of this contract contravening any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered or enforced by a sanctions authority of the UK, United Nations or any other governmental authority with jurisdiction over you or us.
- 11 If there is a problem with the product**
- 11.1 If you have any questions or complaints about the product, please contact us. You can contact the course or events organiser or the department dispatching the goods, in each case using the contact details that were provided to you at the point of sale. If you are unable to contact the event organiser or dispatching department, email [customer services](#).
- 12 Your rights in respect of defective products if you are a consumer**
- 12.1 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products, you must post them back to us to the department from which they were purchased or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please contact the department that dispatched the goods using the contact details that were provided to you at the point of sale. If you are unable to contact the dispatching department, email [customer services](#).
- 13 Your rights in respect of defective products if you are a business**
- 13.1 If you are a **business customer**, we warrant that on delivery any products which are goods shall:
- 13.1.1 conform in all material respects with their description and any relevant specification, and
- 13.1.2 be free from material defects in design, material and workmanship.
- 13.2 Subject to Clause 13.3, if:
- 13.2.1 you give us notice in writing within a reasonable time of discovery that a product does not comply with the warranty set out in Clause 13.1.
- 13.2.2 we are given a reasonable opportunity of examining the product, and
- 13.2.3 you return such product to us at our cost.
- 13.2.4 we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full.
- 13.3 We will not be liable for a product's failure to comply with the warranty in Clause 13.1 if:
- 13.3.1 you make any further use of such product after giving a notice in accordance with Clause 13.2(a).



- 13.3.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice.
- 13.3.3 the defect arises because of us following any drawing, design or specification supplied by the Customer.
- 13.3.4 you alter or repair the product without our written consent, or
- 13.3.5 the defect arises because of fair wear and tear, wilful damage, negligence, or abnormal working conditions.
- 13.4 Except as provided in this Clause 13, we shall have no liability to you in respect of a product's failure to comply with the warranty set out in Clause 13.1.
- 13.5 These terms shall apply to any repaired or replacement products supplied by us under Clause 13.2.
- 14 **Price and payment**
- 14.1 The price of the product (inclusive of VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However, please see Clause 14.3 for what happens if we discover an error in the price of the product you order.
- 14.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3 It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 14.4 We accept payment with most major card issuers. When you must pay depends on what product you are buying:
  - 14.4.1 for goods and services, you must pay for the products before we dispatch them.
  - 14.4.2 for digital content, you must pay for the products before you download them.
- 14.5 If you are a **business customer** you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6 If you do not make any payment to us by the due date, we may charge you interest on the overdue amount at the rate of 8% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue daily from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount. **Business customers:** it is agreed that the provisions of this condition constitute a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.
- 14.7 If you think a payment receipt is wrong, contact us promptly to let us know.

## **15 Our responsibility for loss or damage suffered by you if you are a consumer**

- 15.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 15.2 Nothing in these terms shall limit or exclude our liability for:
- 15.2.1 death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors.
  - 15.2.2 fraud or fraudulent misrepresentation.
  - 15.2.3 for breach of your legal rights in relation to the products including the right to receive products which are:
    - (a) as described and match information we provided to you and any sample or model seen or examined by you
    - (b) of satisfactory quality
    - (c) fit for any particular purpose made known to us
    - (d) supplied with reasonable skill and care and, where installed by us, correctly installed
  - 15.2.4 defective products under the Consumer Protection Act 1987, and
  - 15.2.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 15.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.
- 15.4 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 15.5 We only supply the products to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in Clause 16.

## **16 Our responsibility for loss or damage suffered by you if you are a business**

- 16.1 Nothing in these terms shall limit or exclude our liability for:
- 16.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable).
  - 16.1.2 fraud or fraudulent misrepresentation.
  - 16.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982, or
  - 16.1.4 defective products under the Consumer Protection Act 1987, or

- 16.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 16.2 Except to the extent expressly stated in Clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 16.3 Subject to Clause 16.1:
- 16.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us, and
- 16.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to one hundred per cent (100%) of the total sums paid by you for products under such contract.
- 17 How we may use your personal information**
- 17.1 The University is committed to respecting privacy rights and will handle Buyer data fairly and lawfully. The University complies with UK data protection legislation, including the [UK General Data Protection Regulation](#) and the [Data Protection Act 2018](#). We use Buyer personal data to deliver relevant products under this contract and for related administrative and compliance purposes. Further information on data protection, including how we use Buyer data and legal rights relating to personal data, is available on the [University's Data Protection](#) webpages.
- 17.2 If you provide us with personal data belonging to someone other than yourself, you confirm that you have all necessary appropriate consents with notices in place to enable the lawful transfer of their personal data to us for the specified duration and purposes.
- 18 Import duty**
- 18.1 If you order products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- 18.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.
- 19 Intellectual property**
- 19.1 You acknowledge and accept that, unless stated otherwise herein, these terms do not grant you any rights, title, or interest in or to any trademarks, service marks, trade secrets or corresponding intellectual property (including without limitation any images, photographs, animations, video, audio, music, or text incorporated into the goods and services purchased by you under these terms) and all such rights, title, and interest in such intellectual property shall remain the property of, as applicable, the Chancellor, Masters, and Scholars of the University of Cambridge, its suppliers, the respective owner or are publicly available and may be protected by applicable laws and treaties, including intellectual property laws. All rights not expressly granted under these terms are reserved. You are permitted to use or gift the goods and services purchased for personal non-commercial use only.

## **20 Other important terms**

- 20.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation.
- 20.2 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.3 Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person to end the contract or make any changes to these terms.
- 20.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.
- 20.6 **Consumers:** These terms are governed by English law, and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland, you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 20.7 Alternative dispute resolution (ADR) is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are a consumer and are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to an approved consumer ADR provider.
- 20.8 **Business customers:** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.