

Terms and Conditions of Supply

These terms and conditions were last updated on 27 July 2021 and apply to the Products only.

This page together with our [Privacy Policy](#) and [Website Terms and Conditions](#) form the terms and conditions (**Terms**) on which we sell any of the products (including any digital content) listed on our website to you (**Products**).

These Terms will apply to any contract between us for the sale of Products to you through our website (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products from our website. Please note that by ordering any of our Products, you agree to be bound by these Terms and the other documents expressly referred to within them.

You should print a copy of these Terms for future reference.

We amend these Terms from time to time as set out in paragraph 5. Every time you wish to order Products, please check these Terms to ensure you understand the terms and conditions which will apply at that time.

We only make these Terms available in the English language.

1. Information About Us

1.1 We are The University of Law Limited, a company registered in England and Wales under company number 07933838 and with our registered office at 2 Bunhill Row London EC1Y 8HQ.

1.2 You can contact us at ProgrammeAdmin@law.ac.uk or by phone on 01483 405679.

2. Our Products

2.1 The images of the Products on our website are for illustrative purposes only and the packaging of the Products may vary from that shown on images on our website.

2.2 All Products shown on our website are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your order if made.

2.3 If you are a consumer, you have legal rights in relation to Products that are faulty or not as described. Nothing in these Terms will affect these legal rights.

2.4 If you are buying on behalf of a business or University you confirm that you have authority to bind any business on whose behalf you use our website to purchase Products.

3. Use of Our Website

3.1 Your use of our website is governed by our [Website Terms and Conditions](#). Please take the time to read these, as they include important terms which apply to you.

4. How the Contract Is Formed Between You and Us

4.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.2 After you place an order, you will receive an email from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in paragraph 4.3.

4.3 We will confirm our acceptance to you by sending you an email which confirms that the Products have been dispatched (**Dispatch Confirmation**). The Contract between us will only be formed when we send you the Dispatch Confirmation.

4.4 If we are unable to supply you with a Product, for example because that Product is not in stock or is no longer available, or because of an error in the price, we will inform you of this by email and we will not process your order or charge you for the Product. If you have already paid for the Products, we will refund you the full amount as soon as possible.

5. Our Right to Vary These Terms

5.1 We may revise these Terms from time to time for legal or regulatory reasons, or to reflect changes in our business practices.

5.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between you and us.

5.3 Whenever we revise these Terms in accordance with this paragraph 5, we will keep you informed by stating at the top of this page that these Terms have been amended and the relevant date.

6. Delivery

6.1 **Where the Products are hardcopy goods**, your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation. Please note that we may fulfil orders through a third party distribution company. Delivery will be completed when the Products are delivered to the address you gave us. The Products will be your responsibility from the completion of delivery.

6.2 **Where the Products are digital content**, we will make the digital content available for download by you as soon as we have sent you the Dispatch Confirmation.

6.3 You own the Products once we have received payment in full, including all applicable delivery charges.

6.4 We are not responsible for delays outside of our control. If our supply of the Products is delayed by an event outside our control, we will contact you as soon as possible to let you know the revised estimated delivery date and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event, but 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. International Delivery

7.1 If you order Products from our website for delivery to an international delivery destination, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

7.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

7.3 Please note that we (or our third party distribution company) ship our Products from the UK and that following Brexit, if you are ordering from the EU, additional duties and charges may now apply.

7.4 You must comply with all applicable laws and regulations of the country for which the Products are destined. We will not be liable to you or responsible if you break any such law.

8. Price of Products and Delivery Charges

8.1 The prices of the Products are set out on our website. We take all reasonable care to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see paragraph 8.5 for what happens in this event.

8.2 Prices for our Products may change from time to time, but changes will not affect any order which we have already confirmed with a Dispatch Confirmation.

8.3 The price of a Product includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. 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 in full before the change in VAT takes effect.

8.4 The price of a Product does not include delivery charges. Delivery charges will be calculated and stipulated in the shopping basket prior to confirming the Order and are payable by you in addition to the price for the Product.

8.5 Our website contains a number of Products. It is always possible that, despite our reasonable efforts, some of the Products on our website may be incorrectly priced. If we discover an error in the price of the Products you have ordered we will inform you of this error and we will give you the option of continuing to purchase the Product at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you by email. Please note that if we accept and process your order where a pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, we do not have to provide the Products to you at the incorrect (lower) price. Instead, we may end the contract with you, refund you any sums you have paid and require the return of any Products provided to you.

9. How to Pay

9.1 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card or credit card until we dispatch your order unless you are purchasing digital content, in which case, we will charge your debit card or credit card on purchase.

10. Your Right of Return and Refund

10.1 **For all Products except digital content (to which paragraph 10.2 applies):** if you're not happy with a Product you've ordered then just return it to us in fully resalable condition within 28 days from the date of the Dispatch Confirmation for an exchange or refund in accordance with this paragraph 10. A third party handles all returns of hardcopies of the Products on our behalf. Please contact the Programme Admin team on programme.admin@law.ac.uk for a return authorisation number. Once received, please send hardcopy goods to the address below along with the return authorisation number: CBL Distribution Ltd, Returns Department, 277a Wennington Road, Southport, PR9 7TW.

10.1.1 If you return the Products to us you will receive a full refund of the price you paid for the Products and any applicable delivery charges you paid for (refund of delivery charges limited to Products returned due to faulty or mis-described goods). We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of receiving the returned Products. If you

are returning faulty or mis-described Products, we will also refund you any reasonable costs you incur in returning the item to us. Please note that refund delivery charges for Products which have been delivered to an International Delivery Destination are as per the position for Products delivered within the United Kingdom.

10.1.2 We refund you on the credit card or debit card used by you to pay.

10.1.3 If the Products were delivered to you:

10.1.3.1 you must return the Products to us in fully resalable condition as soon as reasonably practicable; and

10.1.3.2 unless the Products are faulty or not as described, you will be responsible for the cost of returning the Products to us.

10.2 For Products which are digital content purchased in electronic format (such as ePub or Kindle versions): you do **not** have a right to change your mind and request a return and refund for digital content where we have delivered the digital content to you immediately on sending you the Dispatch Confirmation and you agreed to this in the ordering process. Where we have not provided the digital content to you immediately, you have 14 days after the day on which we send you the Dispatch Confirmation to let us know that you have changed your mind and wish to cancel your order, however, this right will **not** apply if you have already started downloading the digital content.

11. Our responsibility for loss or damage suffered by you

11.1 If you are a business or University purchasing the Products:

11.1.1 Nothing in these Terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

11.1.2 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Contract or these Terms.

11.1.3 In particular, we will not be liable for:

loss of profits, sales, business, or revenue;

business interruption;

loss of anticipated savings;

loss of business opportunity, goodwill or reputation; or

any indirect or consequential loss or damage.

11.1.4 Subject to paragraph 11.2, our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products you have paid for, if any.

11.1.5 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the

fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.

11.2 If you are a consumer:

11.2.1 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.

11.2.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Products including the right to receive Products which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; supplied with reasonable skill and care; and for defective products under the Consumer Protection Act 1987.

11.2.3 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 was caused by you failing to correctly follow download instructions or to have in place the minimum system requirements advised by us.

12. Data Protection

12.1 In order to comply with our obligations under our contract with you and to deliver Products to you, we will need to process certain personal information about you and we may need to pass that information to our third party distribution company to fulfil your order on our behalf. We will process your personal information in accordance with all applicable data protection legislation (including the UK General Data Protection Regulation and the Data Protection Act 2018) and only use such personal information as set out in our [Privacy Policy](#).

13. Other Important Terms

13.1 **We may transfer our contract with you to someone else.** We may transfer the whole of our rights and obligations under these Terms to another organisation. We will tell you if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with this transfer, you may contact us to end the contract.

13.2 **Use of other organisations to fulfil our order.** Please be aware (as mentioned in paragraph 6) that we may use a third party distribution company to fulfil orders for hardcopy Products on our behalf. This does not affect your rights under this contract.

13.3 **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.

13.4 **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 in order to end the contract or make any changes to these Terms.

13.5 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.

13.6 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.

13.7 Which laws apply to this contract and where you may bring legal proceedings. These Terms are governed by English law and you can bring legal proceedings in respect of the Products in the English courts. **If you are a consumer and you live in:** (a) Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts; or (b) Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.