

## **ONLINE STORE**

### **TERMS & CONDITIONS**

#### **1. Welcome**

Welcome to the BCoT online Store. The Store is designed to provide students of BCoT (and their parents or guardians), staff and parents of nursery children an online portal to access information about and to book and pay for trips, events and excursions they have been informed about in their field of study and to purchase other services and goods as may be added to the Store from time to time. It also allows for the payment of invoices including those in relation to the BCoT nursery.

Please read these Terms and Conditions carefully as they apply and govern the purchase and supply of goods and or services to you through, and your use of, the BCoT online store (Store). These terms and conditions shall be in addition to any general use terms and conditions for using a BCoT website (as appears on the website) and any additional terms advised to you in relation to any trip, event or service. These terms and conditions do not affect any other contract terms and conditions you have with BCoT.

These Terms and Conditions do not limit or exclude your statutory rights as a consumer. BCoT reserves the right to change these Terms and Conditions from time to time so please check this page regularly as the current Terms and Conditions shall apply at the time of your Order. By using the Store you are agreeing to be bound by these Terms and Conditions.

#### **2. Definitions**

For the purposes of these Terms and Conditions the following expressions shall have the following meanings:

**BCoT or “our”** means Basingstoke College of Technology, Worting Road, Basingstoke, Hampshire RG21 8TN;

**Delivery Point** means the designated location for collection of goods or delivery of services as detailed in the Site or in a confirmation email;

**Order** means any order you place on the Site for the purchase (which shall include booking or using the payment portal) of goods or services as appropriate;

**Services** means any services to be provided by BCoT or third parties as described on the Site or in other documents produced by BCoT or advised to you by BCoT staff and can include trips, excursions, conferences, tuition, teaching, courses, permits, extra circular activities, using the payment portal etc as identified on the Site.

**Site** means BCoT online Store website: **store.bcot.ac.uk**

**Store** means BCoT online store located at the Site operated by BCoT

**“you” and “your”** means the person or legal entity using the Site and placing an Order on the Site.

#### **3. Orders**

An Order constitutes an offer by you to purchase the goods or the services which may be accepted at the sole discretion of BCoT. If you book something or use the payment portal through the Store this will be considered an order. Acceptance will only occur if BCoT provides you with an

acknowledgement email or other receipt or confirmation (which shall be deemed to include delivery of the goods or the provision of the service by BCoT as appropriate).

You may only purchase Products or Services from the Site if you are at least 18 years old. All orders are subject to the availability of the relevant goods or services. The availability should be indicated on the Site. BCoT despite sending you an acknowledgement may subsequently advise you that the goods or services you ordered are no longer available without being liable to compensate you (other than refunding any payment made by you to BCoT for the goods or services). BCoT will make reasonable efforts to ensure that any product description is a fair representation of the actual goods or service.

Any date specified by BCoT for collection of the goods or delivery of a service is intended to be an estimate and goods or service will be made available as soon as reasonably practicable.

If BCoT has to postpone a service, BCoT will notify you as soon as possible and provide a new date for the delivery of the service. Please note trips, events, activities or other Services may be cancelled by the relevant organiser for any reason, in such case BCoT will advise you but shall not be liable to you for the cancellation (other than refunding any payment made by you to BCoT for the relevant service).

BCoT will ask you to collect goods and BCoT will provide services from the Delivery Point as detailed in the instructions on the Site or in a confirmation email sent to you. If requested you will be required to provide proof of payment for an Order at the Delivery Point.

## **You have the right to cancel your order – please see section 10**

### **4. Availability of the Store**

BCoT reserves the right to suspend, modify or amend the Site at any time and the goods and services offered. BCoT does not guarantee the Site's availability nor does it guarantee that you will be able to access the Site and place an Order when you want to. Please contact BCoT if you have difficulties. See section 14 for BCoT's contact details.

### **5. Online Payments for Goods and Services**

Unless otherwise agreed by BCoT in writing, the price for the goods or service will be the price as displayed on the Site. If any error is subsequently identified with the price on the Site BCoT reserves the right to correct the error by notifying you. You then have the choice to continue with the Order at the new price or to cancel your order and receive a refund of any payment you have made to BCoT. The listed price may not include any costs or charges in relation to postage, carriage and insurance if prior arrangement has been made for delivery, these will be payable by you in addition.

In the case of trips and activities the price may not include all costs and expenses such as meals, travel etc. Please check the Site for what is included, if it is not mentioned then it is not included.

Unless you have obtained BCoT's prior written agreement, BCoT will take your payment in full at the time you place your Order to avoid any delay in the processing of your Order. All payments must be made in pounds sterling (£) as otherwise your Order will not be accepted. Payment can be made using most UK debit and credit cards (but not charge cards such as American Express). Any costs or charges incurred in making the payment or in processing a refund shall be borne by you and shall not be deductible from the payment due to BCoT.

## **6. Liability**

If BCoT fails to comply with these Terms, BCoT will be responsible for the loss or damage you suffer that is a foreseeable result of BCOT's breach of the Terms or BCoT's negligence, but BCOT is not responsible for any loss or damage that is not foreseeable or which arises from your breach. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it is contemplated by you and BCoT at the time of the order.

Nothing in these Terms and Conditions shall render BCoT liable to you in respect of any liability of any kind incurred by you to any other person unless directly caused by a breach by BCoT of these Terms or any negligence on the part of BCoT, its employees or agents.

These terms do not nor shall have the effect of limiting BCoT's liability for death or personal injury or BCoT's fraud or any other liability which by law cannot be limited or excluded.

As a consumer you have certain additional statutory rights regarding the return of defective Goods and claims in respect of losses caused by any negligence on our part or our failure to carry out our obligations. These Terms and Conditions shall not affect your Statutory Rights

## **7. Third Parties**

BCoT may use third parties in the provision of the goods and services and you hereby agree that BCoT may pass on your details to such third parties in order to provide you with the goods or services ordered.

In relation to trips and events organised through BCoT you acknowledge that third parties may be involved in providing services to you, such as travel, accommodation, the event or running a venue etc. Each of these third parties shall have their own terms and conditions and rules in respect of their services. You hereby agree to comply with such terms and conditions and rules. You agreed to reimburse BCoT any costs and expenses or other liability it may suffer as a result of your breach of such third party terms and conditions and rules.

There may be links on the Site to third party websites, these websites are outside the control of BCoT and BCoT shall not be responsible for such websites and any content on those websites.

## **8. Communication with BCOT**

BCOT may communicate with you by e-mail or by posting notices on the Site. You hereby consent to receive communications from BCoT electronically and agree that all agreements, notices, disclosures and other communications that BCoT provides to you electronically in respect of an Order satisfies any legal requirement that such communications be in writing.

BCoT may need certain information from you that is necessary for BCoT to provide the Goods or Services. BCoT will contact you about this. If you do not, after being asked by BCoT, provide BCoT with this information, or if you provide BCoT with incomplete or incorrect information, BCoT may make an additional charge of a reasonable sum to cover any extra work that is required, or BCoT may suspend or cancel the Services by giving you written notice. BCoT will not be liable for any delay or non-performance where you have not provided or you delay providing this information to BCoT.

## **9. BCOT's Intellectual Property Rights**

All content including pictures, designs, logos, photographs, text written and other materials on the Site and associated with the goods or service purchased by you are owned, controlled or licensed to BCoT. BCoT's intellectual property rights are protected by law. Unauthorised use of such content is prohibited.

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use and you may draw the attention of other BCoT students to content posted on the Site. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from BCoT or our licensors.

If you print off, copy or download any part of the Site in breach of the terms of use, your right to use the Site will cease immediately and you must, at BCoT's option, return or destroy any copies of the materials you have made.

## **10. Cancellation and Refunds**

You have a legal right to cancel the Order (under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013) within the following specified time limits:

- For services: 14 (fourteen) days from the day after the date that the Confirmation is received (the date on which we e-mail you to confirm our acceptance of your order),
- For goods: 14 (fourteen) days from the day after that on which the goods have been collected from a Delivery Point (or receipt of the goods if BCoT has sent them to you).

If you wish to cancel an Order you must inform BCoT in writing (by letter, fax or email see section 14). Refunds will only be made to the debit/credit card used for the original transaction.

If you are cancelling an Order for goods, then the goods must be returned immediately to BCoT in the same condition, including the original packaging, in which you collected them and at your own cost and risk.

You cannot Cancel an Order in the following cases:

- Audio or video recordings or computer software if the seal has been broken;
- Services, if the supply has already commenced with your agreement;
- Items made to your specification which are personalised;
- Goods which by reason of their nature cannot be returned or are liable to expire rapidly;
- Food, beverages or any other similar goods intended for consumption;
- Newspapers periodicals or magazines.

If you wish to cancel a trip or event booking then the following conditions will apply:

- All cancellations need to be confirmed to BCoT in writing via email or by post.
- You agree to reimburse BCoT (if demanded) any cancellation charges from any third party who is involved in the trip or event which BCoT may suffer as a result of your cancellation and BCoT shall be entitled to deduct such amount from any payment made by you before refunding the balance to you.

## **11. Non-delivery of Services**

If BCoT has to postpone a service, BCoT will notify you as soon as possible and provide a new date for the delivery of the service. If BCoT has to cancel the service (other than a result of your cancellation) BCoT will notify you as soon as possible and provide you with a full refund of any payment you have made to BCoT for the service.

## **12. Use of the Site and Security**

When you register to use the Site you understand that you will be asked to create a password. In order to prevent fraud you must keep the password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [store@bcot.ac.uk](mailto:store@bcot.ac.uk) immediately.

Use of the Site will be subject to any BCoT website user terms and conditions and acceptable use policy accessible through the site, which you agree to comply with. BCoT may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of our obligations under the terms and conditions. You can cancel your registration at any time by informing BCoT in writing. If you do so you must stop using the Site.

By placing an order you will be required to provide BCoT with personal information about you. BCoT will use the personal information you provide in accordance with our privacy policy (which can be accessed from our website) and to:

- provide the Services or Goods;
- process your payment for such Services or goods;
- communicate with you about the Order;
- In order to deliver certain services, for example an overseas trip, we may be required to provide personal data to a third party provider (eg. tour operator), and
- inform you about similar products or services that BCoT provide, but you may stop receiving these at any time by contacting BCoT.

Other than the above we will hold your personal data securely in accordance with the Data Protection Act and our privacy policy.

BCoT is committed to maintaining your privacy and for this reason all payments are made using a specialist payment service provider. All personal data and payment details, which are entered through the Site, are encrypted to comply with the Payment Card Industry Data Security Standard (PCI DSS).

BCoT shall not be liable for any failure by you to properly protect data from being seen on their screen by other persons or otherwise obtained by such other persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

Once your payment transaction has been completed you will be redirected back to the Site where you will receive an email confirmation of your Order.

We may use technology to track the patterns of behaviour of visitors to the Site. This can include using a "cookie" which would be stored on your browser. You can usually modify your browser to prevent this activity.

## **13. Law and Jurisdiction**

These Terms and Conditions and all Orders placed via the Site will be governed by and construed in accordance with English Law and all parties submit to the exclusive jurisdiction of the English courts.

#### **14. BCoT's contact details**

If you wish to contact BCOT about your Order or you have a complaint about any aspect of the Site or the goods or services which are the subject of your Order please contact us at:

**By post:**

Finance Department - Online Store, BCoT, Worting Road, Basingstoke Hampshire RG21 8TN

**By email:**

**invoicepayments@bcot.ac.uk**

Please put "Finance Department - Online Store" in the subject header line.