

Nottingham Trent Students' Union Website Terms & Conditions

September 2020

Nottingham Trent Students' Union Website Terms & Conditions

This page sets out the terms and conditions ("**Website Terms**") on which we, Nottingham Trent Students' Union ("**we**", "**our**" or "**NTSU**"), provide access to our website www.trentstudents.org and any NTSU mobile application through which you order products (together, "**the Website**").

Please read these Website Terms carefully before ordering any products through the Website. By ordering products through the Website (whether now or in the future), you agree to be bound by these Website Terms. Use of the Website is also subject to these Website Terms.

We reserve the right to change these Website Terms from time to time by changing them on this page. We advise you to print a copy of these Website Terms for future reference. These Website Terms are only in the English language.

Use of your personal information submitted via the Website is governed by our [Privacy Notice](#) and [Cookies Policy](#). Membership of NTSU and our affiliated student groups is governed by our [Memorandum & Articles](#) and [associated policies](#).

By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to order any products through the Website.

1. Introduction

1.1. Charity & Company details: Nottingham Trent Students' Union, Benenson Building, Clifton Lane, Nottingham, NH11 8NS. Registered Charity No. 1154401. Company No. 08738730.

1.2. VAT number: Our VAT number is GB 186 5681 61

1.3. Services, Orders and Information: the website provides a way for you to access services, find information and place orders.

2. Access & Terms

2.1. Website access: You may access some areas of the Website without registering your details with us. Most areas of the Website are open to everyone.

2.2. Acceptance of terms: By accessing any part of the Website, you indicate that you accept these Website Terms. If you do not accept these Website Terms, you should leave the Website immediately, and you will not be able to access services, orders or information.

2.3. Revision of terms: We may revise these Website Terms at any time. You should check the Website regularly to review the current Website Terms, because they are binding on you. You will be subject to the policies and terms and conditions in force at the time that you place an Order through us.

2.4. Responsibility: You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your Internet connection are aware of these Website Terms and that they comply with them.

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2.5 Membership: NTSU members are also bound by their conditions of membership including the Memorandum & Articles and Membership code of conduct.

3. Your status

3.1. Capacity and age: By placing an Order through the Website, you warrant that:

- 3.1.1. You are legally capable of entering into contracts for services or products with us or our affiliates; and
- 3.1.2. You are at least 18 years old for age restricted items.
- 3.1.3. You acknowledge and agree that: it is an offence for any person under the age of 18 to buy, or attempt to buy, alcohol in the UK, or for any person to buy, or attempt to buy, alcohol, tobacco or other smoking products in the UK on behalf of any person who is under the age of 18. If your Order includes any alcohol, cigarettes or other smoking products, you will be asked to provide proof of your age on collection or delivery of your Order. If you are unable to provide proof that you are aged 18, NTSU reserves the right not to complete the delivery of the alcohol, cigarettes or other smoking products to you.

3.2. You acknowledge and agree that if you have a specific food allergy or intolerance, you will contact NTSU directly to check that the food is suitable for you, **before placing your order** directly with them. infor@su.ntu.ac.uk 0115 848 6200.

4. Orders

4.1. Ordering: Once you have selected the Products you wish to order provided the other required information, you will be given the opportunity to submit your Order. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so you will be entering into a contract with NTSU and errors cannot normally be corrected.

4.2. Payment authorisation: Where any payment you make is not authorised, your Order will not be processed or communicated to NTSU.

4.3. Processing your Order and rejections: On receipt of your Order, we will send it to the relevant service area who will notify you that your Order has been received and is being processed. We aim to accept all Orders and to communicate any rejection promptly should we be too busy, have service or stock interruptions or for other reasons. In the case of a rejection, any payment made in respect of the order will be returned to you.

5. Price & Payment

5.1. VAT and costs: Prices will be as quoted on the Website. These prices include VAT and any administration or service charge imposed by NTSU. These will be added to the total amount due where applicable.

5.2. Payment methods: Payment for Orders must be made by an accepted method detailed through the Website.

5.3. Card payments: If you pay by credit or debit card, you may be required to show the card to the at the time of delivery or collection as proof of identification and so that they can check that the card corresponds with the receipt data for the Order.

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5.4. Credit and discount vouchers: A credit or discount may apply to your Order if you use a promotional voucher or code recognised by NTSU and the Website, and you pay for any balance by credit or debit card. Vouchers will be subject to additional terms and conditions that will be specified on the Voucher or at the time the Voucher is issued. Vouchers are not redeemable for cash.

6. Website Access

6.1. Website availability: While we try to ensure the Website is normally available twenty four (24) hours a day, we do not undertake any obligation to do so, and we will not be liable to you if the Website is unavailable at any time or for any period. Ordering functions may only be available during service hours.

6.2. Suspension of access: Access to the Website may be suspended temporarily at any time and without notice.

6.3. Information security: The transmission of information via the Internet is not completely secure. Although we take the steps required by law and best practice to protect your information, we cannot guarantee the security of your data transmitted to the Website; any transmission is at your own risk.

6.4 Images: Any images of food displayed on the Website are provided as a design feature of the Website only and may not be either (a) an image of food prepared or produced by NTSU; or (b) representative of the Order you receive.

6.5 Disclosure to authorities and courts: You acknowledge that we will fully co-operate with any competent authority with legal justification requesting or directing us to disclose your identity and you release us to the fullest extent permitted by law from all liability in relation to such disclosure.

7. Disclaimers

7.1. Website information: While we try to ensure that information on the Website is correct, we do not promise it is accurate or complete. We may make changes to the material on the Website, or to the functionality, Products and prices described on it, at any time without notice. The material on the Website may be out of date, and we make no commitment to update that material.

8. Liability

8.1. General: Nothing in these Website Terms excludes or limits our liability for death or personal injury arising from our negligence, our liability for fraudulent misrepresentation, or any other liability which cannot be excluded or limited under applicable law. Nothing in these Website Terms affects your statutory rights.

8.2. Exclusion of liability: Subject to clause 8.1, we will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the Website (including the use, inability to use or the results of use of the Website) for:

- 8.2.1. any loss of profits, sales, business, or revenue;
- 8.2.2. loss or corruption of data, information or software;
- 8.2.3. loss of business opportunity;
- 8.2.4. loss of anticipated savings;

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- 8.2.5. loss of goodwill; or
- 8.2.6. any indirect or consequential loss.

8.3. Limitation of liability: Subject to clauses 7, 8.1 and 8.2, our total liability to you in respect of all other losses arising under or in connection with the Website or your use of it, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed twice the value of your Order or £100, whichever is lower.

8.4. Additional costs: You assume full and sole responsibility for any additional or associated costs that you may incur in connection with or as a result of your use of the Website, including without limitation costs relating to the servicing, repair or adaptation of any equipment, software or data that you may own, lease, license or otherwise use.

9. Governing Law & Jurisdiction

9.1. These Website Terms shall be governed by and construed in accordance with English law. You can bring legal proceedings in respect of Website Terms in the English courts.