Sales Terms & Conditions **Latest version update: 26th October 2026**

These pages, and the documents referred to in them, set out relevant information about the College and the Terms and Conditions ("**Terms**") on which the College supplies customers with Goods and Services via the York College website/Online Shop: https://onlineapplive.yorkcollege.ac.uk/shop.html The Online Shop is only available to students of York College. You will need to login with your York College student account details, which will have been emailed to you after you enrolled.

Additional Terms and Conditions relating specifically to tuition fees and charges can be found on the policies and procedures page of the York College website: https://www.yorkcollege.ac.uk/about-us/policies-and-procedures.html

These Terms will apply to any contract between you and the College for the sale or provision of the College's Goods and Services provided via the Online Shop. Please read the Terms carefully before ordering any Goods or Services from the shop. You should understand that by ordering any of the Goods or Services available via the York College on-line shop you agree to be bound by these Terms. If you do not accept them you should not order any Goods or Services from the Online Shop.

By accessing and continuing to use the York College Online Shop you agree to comply with the Terms set out in Sections 1, 2, 6, 7, 12, 13, 14, 15, 17, 18, 19, 20 and 21.

York College – Sales Terms & Conditions

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1. Introduction and Information

1.1 The College provides the Goods and Services from the Online Shop

1.2 To contact the College about these Terms or the Goods and Services provided under them please email: onlineshop@yorkcollege.ac.uk

1.3 These Terms do not affect your statutory rights as a consumer.

1.4 The College reserves the right to amend these Terms from time to time. Amendments are usually made to reflect changes in law, the ways in which the College accepts payments from you or to reflect changes to the way Goods and Services are supplied. The College will identify (by reference to the date of the Terms) on this page if the Terms have changed. You should ensure that you check these Terms carefully whenever you order Goods and Services to ensure that you are aware of the current version of the Terms.

1.5 Each time you Order Goods or Services from the College you agree to the Terms in force at that time.

1.6 You confirm by accepting these Terms that you are at least eighteen (18) years old, and/or that you have obtained the permission of the cardholder of the credit/debit card you are using to purchase Goods and/or Services prior to making any such purchase.

2. Definitions & Interpretations

2.1 In these Terms the following words shall have the following meaning:

2.1.1 **Collection Point** - means the designated location for the collection of Goods or delivery of Services as detailed in the instructions on the Online Shop or in a confirmation e-mail.

2.1.2 **College** – means York College, Sim Balk Lane, York, YO23 2BB.

2.1.3 **Contract** - means any Contract for the provision of Goods or Services formed between you and the College in accordance with these Terms.

2.1.4 **Dispatch Confirmation** – means any communication to you confirming dispatch of Goods where the College has agreed to deliver Goods to you.

2.1.5 **Goods -** means the goods (or any part of them) available for purchase through the Online Shop and set out in an Order.

2.1.6 **Online Shop –** means the College's Online Shop accessed via the York College Website: https://onlineapplive.yorkcollege.ac.uk/shop.html

2.1.7 **Order** - means any order you place on the Online Shop for the purchase of Goods or Services in accordance with these Terms.

2.1.8 **Payment Authorisation receipt -** means the email sent to you, confirming receipt of payment for your Order for Goods and/or Services.

2.1.9 **Services –** means the services (or any part of them) available for purchase through the Online Shop and set out in an Order.

2.1.10 **Terms** – mean these Terms and Conditions.

2.1.11 **You and your** - means the person or legal entity using the Online Shop and/or placing an Order on the Online Shop.

3. Availability & Content

The Online Shop

3.1 Access to the Online Shop is permitted on a temporary basis, and the College reserves the right to withdraw or amend the service provided without notice. The College shall not be liable if, for any reason, the Online Shop is unavailable at any time or for any period.

3.2 From time to time the College may restrict access to parts of the Online Shop, to users who have registered.

3.3 You must treat any user identification code, password or any other piece of information provided as part of the College's security procedures as confidential and not disclose it to any third party. The College reserves the right to disable any user identification code or password, whether chosen by you or allocated by the College, at any time, if (in the College's opinion) you fail to comply with any these Terms.

3.4 You are responsible for making all the arrangements necessary to have access to the Online Shop. You are also responsible for ensuring that persons who access the Online Shop through your internet connection are aware of these Terms and comply with them. Please notify the College as soon as possible in writing if you become aware that activities on your account are unauthorised or you have become aware that your account details have been compromised.

Goods and Services on the Online Shop

3.5 Whilst the College will make reasonable efforts to ensure that the information on the Online Shop is correct, the material displayed on it is provided without any guarantees, conditions or warranties as to its accuracy, including but not limited to information about the Goods and Services and prices described on it. Where ordering Goods please note that the Goods may vary slightly (either in size, colour or appearance from those advertised) although the College uses its reasonable efforts to ensure that the information and details are correct.

3.6 All Goods and Services shown are subject to availability. If Goods or Services you have ordered are unavailable the College will inform you as soon as possible and will follow the procedures set out in Section 4.4 below.

3.7 The availability of the Goods or Services which are the subject of your Order will be determined by the product description displayed on the Site at the time of placing your Order. The College will make reasonable efforts to ensure that any product description is a fair representation of the actual Goods or Services offered.

3.8 The College reserves the right to suspend, modify or amend the Online Shop site at any time and the Goods and Services offered.

4. Orders for Goods & Services and Delivery/Collection

The Order process

4.1 The Order process enables you to check the Goods and Services you are ordering before submitting the page. Please ensure that you read through your Order before submitting it.

4.2 After paying for an Order for Goods and/or Services through the Online Shop, you will receive an email acknowledging receipt of your payment. This does not mean that the College has 'accepted' your Order. The College will confirm acceptance by:

4.2.1 making the Goods available for collection at the Collection Point in the case of Goods, or

4.2.2 by confirming acceptance of your Order; or

4.2.3 by performing or commencing performance of the Services in the case of Services.

4.3 Your Order constitutes an offer by you to buy Goods and/or Services on these Terms. It is at the discretion of the College as to whether it accepts your Order or not and the College reserves the right not to accept any Orders placed via the Online Shop.

4.4 All Goods and/or Services are subject to availability. If, for any reason, any or all of the Goods and/or Services you have ordered are, or become, unavailable or there has been an error in the price on our Site the College will make reasonable efforts to notify you of this as soon as possible after becoming aware of it. In such cases, if you have already paid for the Goods, the College will refund you the amount paid as soon as reasonably possible, unless you and the College otherwise agree that you will wait for the Good(s) to be re-stocked. If you have already paid for the Services (either in whole or in part) the College will refund the amounts paid subject to Section 9 below.

4.5 Please note that in some cases the College may accept Orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third party and is subject to the Terms and Conditions of that third party. Please ensure that you read any third party Terms carefully because the College is not responsible for and shall have no liability to you for any third party Terms and Conditions (or a third party's failure to comply with such Terms).

4.6 The College may provide links within the Online Shop to the websites of other companies, whether affiliated with the College or not. The College cannot give any undertaking or warranty that the goods and/or services you purchase from third party sellers through the Online Shop, or from companies to whose website the College has provided a link, will be of satisfactory quality, and any such warranties are disclaimed by the College absolutely.

Delivery/Collection of Goods

4.7 Any date specified by the College for collection or delivery 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 (usually within 5 to 7 working days).

4.8 If the College asks you to collect Goods, it will provide these from a Collection Point as detailed in the instructions on the Online Shop or in a confirmation e-mail sent to you. You will be required to provide proof of payment for an Order at the Collection Point.

4.9 Delivery will be completed in the case of Goods when the College either delivers the Goods to the address provided to the College by you when you ordered the Goods or when the College makes the Goods available for collection at the Collection Point.

5. Online Payments for Goods & Services

5.1 Unless otherwise agreed by the College in writing, the price for the Goods or Services will be the price as displayed on the Online Shop. The price stated may be subject to the addition of all costs or charges in relation to postage, carriage and insurance (delivery charges) if prior arrangement has been made for delivery. Details of delivery charges (where applicable) are available from the College on request but will not be applicable where you are collecting Goods from a Collection Point.

5.2 York College's VAT Registration Number is: GB 5989 88 431.

Prices include VAT where applicable unless it is stated otherwise. If the rate of VAT changes between the date of your Order and the date of delivery, the College will adjust the VAT you pay, unless you have already paid for the Goods and/or Services in full before the change in VAT takes effect.

5.3 The College takes all reasonable care to ensure that the prices of the Goods and Services are correct at the time when the relevant information is entered on to the Online Shop. The Online Shop contains a large number of Goods and Services and it is possible that despite the College's best efforts, some of them may be incorrectly priced. Where the correct price is lower than the price stated on the Online Shop you will be charged the lower amount. If a price is higher than the price stated on the Online Shop, the College will, at its discretion, contact you for instructions or reject the Order and notify you of the rejection.

5.4 If a pricing error is obvious and unmistakeable, and could reasonably have been recognised by you as an error, the College is under no obligation to supply Goods or Services to you at the incorrect (lower) price, even after sending the Dispatch Confirmation or Payment Authorisation Receipt.

5.5 Unless you have obtained the College's prior written agreement, the College will take your payment in full at the time you place your Order to avoid any delay in the processing of your Order.

5.6 Please ensure that your payment is made in pounds sterling (£) as otherwise your Order will not be accepted. Payment for all products must be by credit or debit card. Please note that the College only accepts payment from the following cards: MasterCard, Visa, Maestro. Any currency conversion costs or other 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 the College.

6. Limitations and Exclusions

6.1 If buying Goods and/or Services as a consumer the following shall apply:

6.1.1 The College supplies the Goods and Services to you entirely for your private non-commercial use. You agree not to use the Products or Services (or outputs from the Services) for any commercial, business or re-sale purposes unless otherwise agreed with the College in writing.

6.1.2 The College will be liable for a failure to comply with these Terms where the breach is one that was contemplated by you and the College at the time of the Contract and arises from our negligence but not where the loss or damage is not one which was contemplated at the time of the Contract.

6.1.3 Nothing in these Terms shall render the College liable to indemnify you in respect of any liability of any kind incurred by you to any other person but this is not an exclusion of any liability that may arise by virtue of a breach by the College of these Terms or any negligence on the part of the College, its employees or agents.

6.1.4 The College does not exclude or limit its liability for:

6.1.4.1 death or personal injury caused by its negligence;

6.1.4.2 fraud or fraudulent misrepresentation;

6.1.4.3 any breach of any implied Terms which cannot be excluded or limited at law.

6.2 If buying Goods and/or Services as a business the following shall apply:

6.2.1 The College only supplies the Goods and Services for your internal business use and you agree not to use the Goods or Services (or any outputs from the same) for any re-sale purposes unless otherwise agreed with the College in writing.

6.2.2 The provisions set out at 6.1.4 above shall apply equally to the College's liability to you as a business customer.

6.2.3 Subject to 6.2.2 the College will under no circumstances be liable to you, whether in contract, tort (including negligence) breach of statutory duty or otherwise arising under on in connection with these Terms for:

6.2.3.1 Any loss of profit, business, revenue or sales;

6.2.3.2 Loss or corruption of data, information or software;

6.2.3.3 Loss of business opportunity;

6.2.3.4 Loss of goodwill;

6.2.3.5 Any indirect or consequential losses.

6.2.4 Subject to Section 6.2, the College's total liability to you in respect of all other losses arising under or in connection with these Terms or any Contract for the Order of Goods or Services placed under them whether in contract, tort (including negligence) breach of statutory duty or otherwise shall in no circumstances exceed the price of the Goods or Services paid for.

6.2.5 Except as expressly stated in these Terms the College does not give any warranties, representations or undertakings in relation to the Goods or Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is expressly excluded to the fullest extent permitted at law. In particular the College is not responsible for ensuring that the Goods and/or Services are suitable for any particular purpose or non-infringing.

7. Communication with the College and the College's Intellectual Property Rights

7.1 When you visit the Online Shop or send an e-mail to the College, you are communicating with the College electronically. The College may communicate with you by e-mail or by posting notices on the Online Shop. For contractual purposes, you consent to receive communications from the College electronically and agree that all agreements, notices, disclosures and other communications that the College provides to you electronically in respect of an Order satisfies any legal requirement that such communications be in writing. Where you are exercising your right to cancel a Contract please refer to Section 9 for the appropriate notification process.

7.2 All content including pictures, designs, logos, photographs, text written and other materials on the Online Shop and associated with the Goods or Service purchased by you are owned, controlled or licensed to the College. The College's intellectual property rights are protected by law.

Unauthorised use of such content is prohibited. Please refer to Section 21 for a description of what you are permitted to do with the content.

8. Risk and Title of Goods and Services

8.1 Ownership of the Goods will only pass to you when:

8.1.1 (in the case of Goods being made ready for collection) you receive an e-mail from the College confirming receipt of all sums due in respect of the Goods, including any delivery charges and that the Goods are ready for collection. If for any reason you have not collected the Goods from the designated Collection Point on the date the College has specified that the Goods are ready for collection, risk in the Goods will pass to you on that date and the College will not be responsible for their safe keeping;

8.1.2 (in the case of Goods provided for delivery to you) you shall own the Goods from the date of receipt of payment in full (including any delivery charges) for the Goods by the College, but you shall become responsible for the Goods on delivery.

8.2 The Services shall be provided on the date specified on the Online Shop for that particular Service. The College shall itself and ensure that others will provide Services with all reasonable skill and care.

9. Cancellation and Refunds

Right to cancel for Goods

9.1 When purchasing Goods from the College as a consumer, you have the right to cancel an Order within the time limits specified below in Section 9.2 unless the Goods provided fall within the categories listed in Section 9.8. This means that during the relevant period if you change your mind or for any other reason you decide that you do not want to keep the Goods you can notify the College of the cancellation and receive a refund.

9.2 Your right to cancel a Contract in respect of Goods ordered starts from either the date that the Goods are made available to you at the Collection Point or the date on which you receive the Goods (where the Goods are to be delivered). You have a period of fourteen (14) days in which you may

cancel the Contract starting from either the day that the Goods are made available at the Collection Point or the date on which you receive them (if delivered by the College).

9.3 In respect of Goods Ordered, cancelled and returned following the processes set out in this Section 9, you will receive a full refund of the price you paid for the Goods any applicable delivery charges you paid for. The College will process the refund payable as soon as reasonably practicable any in any case within thirty (30) calendar days of the day you gave the College notice to cancel under Section 9.2. If you wish to return Goods for being faulty the procedure in Section 9.4 will apply.

9.4 If you return Goods to the College because they are faulty or incorrectly described, the College will refund the price of the defective Goods, the applicable delivery charges and any reasonable costs you incur in returning the item.

9.5 While in your possession you shall take reasonable care of any Goods delivered to you and ensure that, if you decide to cancel the Contract and return the Goods you return the Goods to the College in the same condition as when you received them (including any original packaging).

9.6 Refund/cancellation notifications for Goods must be received within fourteen (14) days from the dates referred to in Section 9.2 above.

9.7 If you wish to cancel an Order you must inform the College in writing (either by letter, or email) as follows:

By post:

Online Shop, Finance Department, York College, Sim Balk Lane, York, YO23 2BB

Please mark clearly to: Finance Department – Online Shop; or

By Email:

onlineshop@yorkcollege.ac.uk

Please put 'Refund Request– Online Shop' in the subject header line; or

You should include the following details in your notification:

- your student reference number; and 'Auth code' (from your Payment Authentication Receipt).

- the reason for the cancellation/return if this is due to a fault.

You may wish to keep a copy of your cancellation notice for your records.

9.8 The cancellation right referred to in this Section 9 does not apply to:

9.8.1 the supply of newspapers, periodicals or magazines;

9.8.2 the supply of Goods made to your specification or are personalised or which by their nature cannot be returned or are liable to deteriorate or expire rapidly (i.e. food, beverages or perishables);

9.8.3 services where supply has already commenced;

9.8.4 the supply of audio or video recordings or computer software if the seal has been broken; or

9.8.5 the supply of Goods which cannot be returned due to their nature.

Course refunds

9.9 If the College cancels a course it will refund the full costs paid by you.

Cashless Portal

9.10 The Cashless Portal top-ups are subject to acceptance of the College's Terms and Conditions of Cashless Catering which can be accessed via the Cashless Portal through the York College website: https://cashlessportal.yorkcollege.ac.uk

Car Park Permits

9.11 If you withdraw from a course after the course start date any payment already made for any car park permit will be non-refundable.

Student Trips

9.12 Deposits and instalment payments for Student Trips, visits and events and are non-refundable.

9.12.1 Trips payable by instalment: once the first instalment has been purchased you are committed to taking a place on the trip and paying the final balance by the due date.

9.12.2 If you have been offered a space on an application only trip and you agree to take the place, you are then liable for meeting all payment deadlines. If payment deadlines are not met we reserve the right to remove you from the trip and offer that place to someone else.

9.13 In cases where a Trip or Visit cannot go ahead (for example due to insufficient numbers), the College will make arrangements to refund students automatically with payments made.

Non-delivery of Services

9.14 If the College should have to postpone a Service, the College will notify you as soon as possible and provide a new date for the delivery of the Service.

9.15 If the College should have to cancel the Service, the College will provide you with a refund.

Clothing & Uniform

9.16 Refunds will only be issued/processed if the items of clothing/uniform are returned, unworn, in the same condition they were issued. You have a period of fourteen (14) days in which you may cancel the Contract starting from either the day that the Goods are made available at the Collection Point or the date on which you receive them (if delivered by the College).

10 Customer Warranties

10.1 By placing an Order using the Online Shop, you warrant that:

10.1.1 You are legally capable of entering into binding contracts; and

10.1.2 Any personal information you provide the College will be complete and accurate.

11. Security

11.1 The College 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 (PCIDSS).

11.2 The College 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 Online Shop and you will receive an e-mail confirmation of your Order and payment.

12. Viruses, Hacking and Other Offences

12.1 You must not misuse the Online Shop by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or harmful. You must not attempt unauthorised access to the Online Shop, the server on which the Online Shop is stored or any server, computer or

database connected to the Online Shop, or attack the Online Shop via a denial of service attack, distributed denial of service attack or other similar means.

12.2 Anyone breaching this provision would commit an offence under the Computer Misuse Act 1990. The College will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing the identity of those responsible to them. In the event of such a breach the individual responsible will lose the right to use the Online Shop immediately.

12.3 The College will not be liable for any loss or damage caused by a distributed denial of service attack, viruses or other harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of the Online Shop or downloading any material posted on it or any website linked to it.

13 Notices and Communication

The College may communicate and give notice to you via post, email or by posting notices on the Online Shop. Notice will be deemed received and served immediately when posted on the Online Shop, twenty four (24) hours after an email is sent, or two (2) days after the posting of a letter by first class post. In proving the service of any notice it will be sufficient to prove that, in the case of a letter that letter was correctly addressed, stamped and posted, and in the case of an email that the email was correctly addressed and sent.

14 Force Majeure

14.1 The College will not be liable or responsible for any failure to perform or delay in performance of any of the College's obligations under a Contract that is caused by an Event Outside of the College's Control (as described in Section 14.2 below).

14.2 An Event Outside of the College's Control means any act or event beyond the College's reasonable control including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or failure of public or private telecommunications network or impossibility of the use of public or private transport.

14.3 If the Event Outside of the College's Control occurs that affects the performance of the College's obligations under a Contract:

14.3.1 the College will notify you as soon as possible;

14.3.2 the College's obligations under a Contract will be suspended and the time for performance of its obligations will be extended for the duration of the event.

14.4 The College reserves the right to defer the date of delivery of Services or collection of Goods or to cancel the delivery of Services or supply of Goods in the case of any Event Outside of the College's Control or which are beyond its reasonable control and which prevents or hinders the delivery of the Goods or Services.

15 Privacy Notice and Data Protection

15.1 The College is committed to protecting your privacy. The College will only use your personal details, collected when you use the site lawfully and in accordance with the principles of the Data Protection Act 1998 and the College will ensure that your personal data is kept confidential and is not used or disclosed other than as provided for under:

15.1.1 these Terms;

15.1.2 the Privacy Notice set out on the policies and procedures page of the York College website: https://www.yorkcollege.ac.uk/privacy-policy

15.1.3 the York College Data Protection Policy can be found on the policies and procedures page of the York College website: https://www.yorkcollege.ac.uk/about/governance-and-reports/policies-and-procedures

15.1.4 or as required by law in accordance with the Data Protection Act 1998.

15.2 The College will process and hold the information provided by you only for the purposes of supplying the Goods or Services which are the subject of your Order.

15.3 The College will not email or mail you in the future unless you have given the College prior consent to do so. Save as provided for in Section 16 below the College will not collect sensitive

information about you without your consent. The College does not sell, rent or otherwise make available any personal data submitted by visitors to the Online Shop to third parties.

15.4 In order to deliver certain Services, for example an overseas trip, the College may be required to provide personal data to a third party provider (e.g. tour operator).

15.5 Links from the Online Shop may take you to sites not covered by our Terms privacy policies referred to in Section 15.1. The College recommend you check the privacy policies for these sites before submitting any personal data.

15.6 The College may use technology to track the patterns of behaviour of visitors to the Online Shop. This can include using a 'cookie' which would be stored on your browser. You can usually modify your browser to prevent this activity.

16 Third Parties

These Terms are not enforceable under the Contract (Rights of Third Parties) Act 1999 by any person not a party to them.

17 Law and Jurisdiction

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

18 Variation

18.1 The College reserves the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

18.2 You will be subject to the policies and Terms in force at the time that you Order Goods and Services from the College, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to Orders previously placed by you), or if the College notifies you of the change to those policies or these Terms before sending you the dispatch or purchase confirmation (in which case the College has the right to assume that you have accepted the change to the Terms, unless you notify the College to the contrary within seven (7) working days of receipt by you of the Goods).

19 Complaints and College Contact Details

If you wish to contact the College about your Order or you have a complaint about any aspect of the Online Shop or the Goods or Services which are the subject of your Order please contact the College at:

By Post:

Online Shop, Finance Department, York College, Sim Balk Lane, York, YO23 2BB

By Email:

onlineshop@yorkcollege.ac.uk

Please put 'Finance Department – Online Shop' in the subject header line

20 Terms applicable to your use and access to our Online Shop

Notwithstanding your acceptance of the provisions set out in Sections 1 to 19 of these Terms the following provisions and those set out in Sections 1, 2, 6,7,12,13,14,15,17,18 and 19 apply in respect of your use of our Online Shop regardless of whether you are ordering Goods and/or Services or not.

20.1 Your access to and use of the Online Shop is subject to the following Terms set out below and contained in the College's Privacy Notice and Data Protection Policy (Available on the policies and procedures page of the York College website: https://www.yorkcollege.ac.uk/about-us/policies-and-procedures.html)

20.2 The Online Shop and all of its contents, including but not limited to, the text, Online Shop (as well as the organisation and layout of the Online Shop), design, logos, graphics, icons, images and publications on the Online Shop ("**Content**") are owned and copyrighted by the College or its licensors with all rights reserved unless otherwise stated.

20.3 All trade marks, copyright, database rights, patents and other intellectual property rights ("**IP**") in the Content are owned by the College or its licensors.

20.4 Nothing in these Terms shall be interpreted as conferring any express or implied licence to use any IP that belongs to the College or any third party. Unless stated in these Terms you are not permitted to use any Content or IP without the College's written permission.

20.5 When setting up an account on the Online Shop you should take all necessary steps to ensure that any username and password are kept secret and secure and you should inform the College immediately by email on onlineshop@yorkcollege.ac.uk if you have reason to believe that your username and password have become known to anyone else or are being used without your authorisation.

20.6 You are permitted to use the Online Shop if you follow the following rules:

20.6.1 You may download the Content, but only for informational, non-commercial, non-profitable and personal use and provided that you do not remove, adapt, alter or obscure any of the information, content or notices contained in the Content. You may not (without the College's permission in writing) reproduce, download, post, broadcast, store in any medium (including another website) transmit, make available to the public or otherwise use the Content (and any IP in the same) in any way except for your own personal, non-commercial use;

20.6.2 You shall not distribute, modify, copy (except as set out above) transmit, display, license, create derivative works from, transfer or sell or otherwise use the Content without the College's prior written permission;

20.6.3 You shall not use the Online Shop for any purpose that is prohibited by these Terms or could constitute a criminal offence or violate any law and that you will not use the Online Shop to post or transmit any infringing, threatening, false, misleading, abusive, harassing, discriminatory, vulgar, obscene, indecent, scandalous, offensive, inflammatory, blasphemous, pornographic or profane material or material in breach of confidence or privacy. The College may, in its absolute discretion remove any such material; or

20.6.4 You shall comply with any local laws and regulations of the jurisdiction from which you access the Online Shop. The Online Shop should not be accessed in any jurisdiction where for any reason the publication or availability of the Online Shop is prohibited.

20.7 The College reserves the right for any reason to refuse access to the Online Shop, suspend and/or terminate any account you may have.

20.8 The Online Shop may contain links to other websites owned or operated by parties other than the College. The links are provided for convenience only. If you use the links, you may leave the Site or alternatively the link and third party website content may be framed within the Online Shop. The College has not reviewed the third party websites and does not control and is not responsible for their operation nor for the content on or the Terms/policies on the same. You access third party sites from the Online Shop at your own risk.

20.9 While the Content on the Online Shop may include inaccuracies or typographical errors, if error are brought to the College's attention it will try and correct them. While every effort is made to ensure that the information on the Online Shop is correct, you should be aware that the information it contains may be incomplete, incorrect or may have become out of date. The College uses reasonable care and skill in providing you with access to the Online Shop however the Online Shop and Content are provided to you "**as is**" and on an "**as available**" basis without any representations of any kind including security or accuracy save that any rights you have as a consumer are preserved.

20.10 The following exclusions relate to your use of the Online Shop only as opposed to your purchase of Goods and/or Services via the Online Shop which is covered in Sections 1-20 above. Use of the Online Shop is at your own risk. To the fullest extent permissible by law, the College excludes its liability and that of its officers, agents and sub-contractors for any of the following losses or damage:

20.10.1 Loss of damage incurred by you or any third party where the College is compliant with these Terms;

20.10.2 Loss of damage incurred by you or any third party where the College is not compliant with these Terms but the loss or damage is not one that would have been anticipated by you or the College when using the Online Shop;

20.10.3 Any loss which is indirect to the main loss or damage suffered by you and which as not anticipated including without limitation, loss of data, loss of profit, loss of opportunity or goodwill;

20.10.4 Any loss or damage suffered by you for not being able to provide you with access to the Online Shop or if the Online Shop is interrupted or provided with errors or for any loss or damage arising out of an Event Outside of the College's Control.

20.11 Nothing in these Terms is intended to limit or exclude your statutory rights as a consumer. For further information about your legal rights please refer to your local authority Trading Standards Department or Citizens Advice Bureau.

20.12 The College does not guarantee or warrant that the Online Shop will be continuously available or be uninterrupted, free from bugs or errors, viruses or omissions. The College reserves the right to amend, suspend or discontinue some or all of the Online Shop without providing notice to you.

20.13 If at any time any part of the Terms are determined to be invalid, illegal or unenforceable in any respect pursuant to applicable law then that invalid, illegal or unenforceable part shall be severed from the remainder of the Terms and the validity, legality and enforceability of the remainder of the Terms shall not be affected or impaired in any way.

Please visit www.yorkcollege.ac.uk for our full terms of service.