

# Association of Christian Teachers (ACT)

[www.christians-in-education.org.uk](http://www.christians-in-education.org.uk)

## Refund Policy: Terms and Conditions for the Supply of Goods and Services through the ACT Website

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### **1 OUR CONTRACT**

- 1.1 We must receive payment of whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide on your order form. Our acceptance of your order brings in to existence a legally binding contract between us.

### **2 PRICE**

- 2.1 The price payable for the goods that you order is as set out in our website.
- 2.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are also set out on our website.
- 2.3 Prices, offers and products are subject to availability and may change before (but not after) we accept your order.

### **3 LEGAL CANCELLATION RIGHTS**

- 3.1 Every effort has been made to ensure that the descriptions of goods and prices are correct. However some goods (e.g. ACT mugs) may vary slightly in colour and appearance – but not in quality – from the photographs on our website.
- 3.2 You have the right, by law, to cancel your order with us within 7 working days of receiving the goods.
- 3.3 In the case of membership subscriptions and donations, you have the right, by law, to cancel your order with us within 7 working days of making payment for a membership subscription or donation.
- 3.4 You may cancel your order by informing us by email ( [act@christians-in-education.org.uk](mailto:act@christians-in-education.org.uk) ) and returning the goods to us unused and in their own original packaging. We recommend that you use a secure method of posting.
- 3.5 Shipping charges are non-refundable.

### **4 REFUNDS ON GOOD PURCHASED**

- 4.1 Once you have notified us that you are returning the goods the cost of the goods will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or you do not pay the cost of returning them we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

## 5 CANCELLATION BY US

- 5.1 We reserve the right to cancel the contract between us if:
- 5.1.1 we have insufficient stock to deliver the goods you have ordered; and/or
  - 5.1.2 we do not deliver to your area; and/or
  - 5.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 5.2 If we do cancel your contract we will notify you by email and will re-credit your account any sum deducted by us from your credit/debit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

## 6 DELIVERY OF GOODS TO YOU

- 6.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.
- 6.2 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order. We can only deliver goods during office hours Monday to Friday. We are unable to specify a time for delivery.
- 6.3 You will become responsible for the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

## 7 LIABILITY

- 7.1 If you do not receive goods ordered by you within 30 days of our acceptance of your order you must notify us.
- 7.2 If you receive goods that are damaged or faulty you should not use them and contact us as soon as possible.
- 7.3 If you notify a problem to us under these ***Terms and Conditions*** our only obligation will be at your option:
- 7.3.1 to make good any shortage or non-delivery;
  - 7.3.2 to replace or repair any goods that develop faults within 12 months of receipt;
  - 7.3.3 to refund to you the amount paid by you for the goods in question in whichever way we choose.
- 7.4 We will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) whatsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund you the amount paid by you for the goods.
- 7.5 Although we have limited our liability in this clause, nothing in these conditions limits our liability for death or personal injury caused by our negligence and nothing affects your legal rights.

## 8 NOTICES

- 8.1 All notices from you to us must be in writing and sent to our email address at: [act@christians-in-education.org.uk](mailto:act@christians-in-education.org.uk) or our contact address at: ACT, 94a London Road, St Albans, Hertfordshire AL1 1NX and all notices from us to you will be displayed on our website from time to time.

## 9 EVENTS BEYOND OUR CONTROL

- 9.1 We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered if caused by any event or circumstances beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown or systems or network access, flood, fire, explosion or accident.

## 10 INVALIDITY

- 10.1 If any part of these **Terms and Conditions** is unenforceable including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

## 11 PRIVACY

- 11.1 You acknowledge and agree to be bound by the terms of our **Privacy Policy** and website **Terms and Conditions**.

## 12 THIRD PARTY RIGHTS

- 12.1 A person who is not a party to this agreement has no right under Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## 13 GOVERNING LAW

- 13.1 The contract between us shall be governed and interpreted in accordance with English law and the English Courts shall have jurisdiction to resolve any disputes between us.

## 14 ENTIRE AGREEMENT

- 14.1 These **Terms and Conditions** together with our current website prices, delivery details, contact details and **Privacy Policy** set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these **Terms and Conditions** or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.