

UCAS Media Terms of Service - general

We have published specific terms and conditions that apply to specific services. Those specific terms and conditions will always apply, where relevant. These are the terms and conditions on which we supply “products” to you, whether these are services or digital content, for which we have not published specific terms and conditions elsewhere.

1. These terms

- 1.1** Please read these terms carefully before you request services or digital content from to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Business customers and consumers

- 2.1** In some areas, you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if you are an individual person, and you are buying products from us wholly or mainly for your personal use (i.e. not for use in connection with your trade, business, craft or profession). Where these terms apply only to business customers, or only to consumers, we have made it clear in the wording.
- 2.2** If you are a business customer, these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

3. Information about us and how to contact us

- 3.1** We are UCAS Media Limited, a company registered in England and Wales. Our company registration number is 02737300 and our registered office is at Rosehill, New Barn Lane, Cheltenham, GL52 3LZ, England. Our registered VAT number is 618 0180 63.

- 3.2** You can contact us by writing to us at events@ucas.ac.uk or our address in paragraph 3.1 above.
- 3.3** If we have to contact you, we will do so by telephone, email or by writing to you using the contact details that you have provided to us.
- 3.4** When we use the words "writing" or "written" in these terms, this includes emails.

4. Our contract with you

- 4.1** Your request for us to provide you with products will not become legally-binding until we email you to accept it, or we otherwise begin to supply you with the products, at which point a contract will come into existence between you and us.
- 4.2** We may accept or reject your request at our absolute discretion.
- 4.3** We can only agree to supply products to you if you are aged 13 years or over, although some products we supply may be subject to a higher minimum age. By requesting services from us, you confirm that you are older than the applicable minimum age. You must not request access to, or use, our products if you are younger than the applicable minimum age.
- 4.4** If we are unable to accept your request, we will inform you of this and will not charge you for the product. This might be because of limits on our resources, the occurrence of events which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have requested.

5. Changes to the products

- 5.1** If you wish to make a change to the product you have requested, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.
- 5.2** We may change the product:
 - (a)** to reflect changes in relevant laws and regulatory requirements; or
 - (b)** to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not significantly affect your use of the product.
- 5.3** We may update or require you to update digital content from time to time, provided that the digital content shall always match the description of it that we provided to you before you bought it.
- 5.4** In addition, we may make changes to these terms or more significant changes to the product (including changing the dates on which we will supply the products), but if we

do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

6. Providing the products

6.1 We will let you know when we will provide the products to you. If the products are ongoing services or subscriptions, we will also tell you when and how you can end the contract:

- (a)** If the products are one-off services, we will begin the services on the date we accept your request, or on such other date as we may have agreed with you.
- (b)** If the product is a one-off purchase of digital content, we will make the digital content available for download by you as soon as we accept your request.
- (c)** If the products are ongoing services or a subscription to receive digital content, we will supply the services or digital content to you until either the services are completed or the subscription expires (if applicable) or you end the contract as described in paragraph 9 or we end the contract by written notice to you as described in paragraph 11.

6.2 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 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.

6.3 Where we have agreed to provide services at your property, we will require reasonable access to that property. If you do not allow us access to your property to perform the services as arranged (and you do not have a good reason for this), we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and paragraph 11.2 will apply.

6.4 We may need certain information (such as your contact details and, depending on the type of services we are providing, other materials, images or artwork) from you so that we can supply the products to you. If so, we will ask you to provide this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and paragraph 11.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

6.5 You are responsible for ensuring that all information you supply to use is correct and accurate, is not misleading, is owned by you (or you otherwise have the owner's

permission to provide that information to us), does not infringe the rights of anyone else, with comply with all legal requirements, are not obscene or defamatory, and are free from any viruses or malware.

6.6 We may have to suspend the supply of a product to:

- (a)** deal with technical problems or make minor technical changes;
- (b)** update the product to reflect changes in relevant laws and regulatory requirements; or
- (c)** make changes to the product as requested by you or notified by us to you (see paragraph 5).

6.7 We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product for longer than fourteen (14) days, we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than fourteen (14) days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

6.8 If you do not pay us for the products when you are supposed to (see paragraph 14.4) and you still do not make payment within seven (7) days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice (see paragraph 14.7). We will not charge you for the products during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments (see paragraph 14.6).

7. Online products

7.1 Paragraph 7 applies only if we agree to provide you with online services or with digital content, such as online education and training services or virtual events, that are provided or accessible from our website or any third party website (the “Website”).

7.2 The information provided on the Website is for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to ensure the information is up-to-date and accurate, you must obtain professional or specialist advice before taking, or not taking, any action on the basis of the information on the Website.

7.3 Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have not verified, do not approve or endorse and have no control over any of the linked websites or information you may obtain from them.

- 7.4** We will make reasonable efforts to provide uninterrupted access to our own website and the products, but, due to technical issues that are often beyond our control, we cannot guarantee that the Website and products will be uninterrupted or error-free. We are not responsible for delays or errors in data caused by transmission of that data via the internet.
- 7.5** You may be permitted to submit content, participate in chats or forum posts, on the Website as part of receiving the products. You will own any content you submit (see paragraph 8.1). You give us the right to use your content in connection with the products, or the promotion or distribution of the products in any format and via any media channel. If you do not agree to us doing this, then you must not submit any content.
- 7.6** Whilst we do not routinely monitor the Website and products for content that breaches these terms, we may review the content submitted by you and other customers to determine whether it breaches these terms, and we may remove or alter any content without notice.
- 7.7** We are not liable for any injury or damage caused by other customer's content, even if that content breaches these terms. We will make reasonable efforts to remove any content that breaches these terms after it has been expressly brought to our attention. If you become aware of any content that breaches these terms, you can report it by emailing us at events@ucas.ac.uk.
- 7.8** Where we provide you with an individual user account, you are responsible for all activity which occurs under that user account. You must not:
- (a)** create a false user account, use incorrect information to create a user account nor access the Website or the products in any other unauthorised manner;
 - (b)** use another person's user account to access the Website or the products, nor share your user account with any other person;
 - (c)** infringe another person's privacy, nor collect, use or publish another person's personal information without their consent; nor impersonate any other person;
 - (d)** copy, modify, reproduce, transmit, record, republish nor distribute any of the content on the Website or providing to you as part of the products;
 - (e)** create any similar or derivative content to any of the content on the Website or providing to you as part of the products;
 - (f)** use any automated system, such as 'robots', 'spiders' or offline readers, to access the Website or the products;
 - (g)** make or submit any sexually explicit, graphically violent or racially, culturally or ethnically offensive content, nor any content that is or may be harmful, harassing, intimidating, threatening, hateful, discriminatory, abuse or illegal; nor

- (h) submit or transmit any virus, malware or other malicious or potentially harmful code.

8. Ownership of the products

- 8.1** You will remain the owner of any information, materials, images or artwork that you provide to us.
- 8.2** Unless we have agreed otherwise with you in writing, all other rights in the products shall remain owned by us.

9. Your rights to end the contract

- 9.1** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:
 - (a) If what you have bought is faulty or misdescribed, you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back). See paragraph 13 if you are a consumer.
 - (b) If you want to end the contract because of something we have done or have told you we are going to do, see paragraph 9.2.
 - (c) If you are a consumer and have just changed your mind about the product, see paragraph 9.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
 - (d) In all other cases (if we are not at fault and you are not a consumer exercising your right to change your mind), see paragraph 9.6.
- 9.2** If you are ending a contract for a reason set out at (a) to (e) below, the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:
 - (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see paragraph 5.3);
 - (b) we have told you about an error in the price or description of the product you have requested and you do not wish to proceed;
 - (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than fourteen (14) days; or
 - (e) you have a legal right to end the contract because of something we have done wrong.

- 9.3** If you are a consumer then, for most products bought online, you have a legal right to change your mind within fourteen (14) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.
- 9.4** Your right as a consumer to change your mind does not apply in respect of:
- (a)** digital products after you have started to download or stream these;
 - (b)** services, once these have been completed, even if the cancellation period is still running;
 - (c)** sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - (d)** any products which become mixed inseparably with other items after their delivery.
- 9.5** If you are a consumer, how long you have to change your mind depends on what you have ordered and how it is delivered.
- (a)** If you have bought services, you have fifteen (15) days from when we email you to confirm we accept your request or, if earlier, when we begin to supply you with the services. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - (b)** If you have bought digital content, you have fifteen (15) days from when we email you to confirm we accept your request, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- 9.6** Even if we are not at fault and you are not a consumer who has a right to change their mind (see paragraph 9.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you are not a consumer who has changed their mind, just contact us to let us know. The contract will end immediately.
- (a)** If the products are one-off services, or a one-off purchase of digital content, we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) reasonable compensation for the net costs we will incur as a result of your ending the contract.

- (b) If the products are ongoing services or a subscription to receive digital content, you will continue to pay (and not receive a refund) for the products up to the end of the current subscription period (which we will confirm to you). We will refund any sums paid by you for products in respect of any subscription period beyond the current one.

10. How to end the contract with us

- 10.1** To end the contract with us, please let us know by email at events@ucas.ac.uk or write to us at our Rosehill address (see paragraph 3.1). Please provide your name, details of the products and, where available, your phone number and email address.
- 10.2** If you are entitled to a refund under these terms, we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.
- 10.3** If you are exercising your right to change your mind, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 10.4** We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind, your refund will be made within fourteen (14) days of your telling us you have changed your mind.

11. Our rights to end the contract

- 11.1** We may end the contract for a product at any time by writing to you if:
 - (a) you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;
 - (b) you do not comply with these terms;
 - (c) you do not provide us with information that is necessary for us to provide the products within a reasonable time of us asking for it;
 - (d) you do not allow us access to your premises within a reasonable time in order to supply the services where we cannot reasonably provide the services without such access.
- 11.2** If we end the contract in the situations set out in paragraph 11.1, we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 11.3** We may write to you to let you know that we are going to stop providing the product. We will refund any sums you have paid in advance for products which will not be provided.

12. If there is a problem with the product

If you have any questions or complaints about the product, please contact us. You can email us at events@ucas.ac.uk or write to us at our Rosehill address (see paragraph 3.1).

13. Your rights in respect of defective products if you are a consumer

- 13.1** If you are a consumer, we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website at www.adviceguide.org.uk, or call 03454 040506.

If your product is digital content, for example, a mobile app or a subscription to online education or training material, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also paragraph 9.3.

If your product is services, for example, consultancy services, mailing or campaign services or face-to-face education or training services, the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also paragraph 9.2.

14. Price and payment

- 14.1** The price of the product (which includes VAT) will be the price we notify to you before or at the time you submit your request to us. We take all reasonable care to ensure that the price of the product as notified to you is correct. However please see

paragraph 14.3 for what happens if we discover an error in the price of the product you have requested.

- 14.2** If the rate of VAT changes between the date you submit your request to us and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 14.3** It is always possible that, despite our best efforts, some of the products we supply may be incorrectly priced or we may make an error when confirming the price to you. If the product's correct price is higher than the price stated to you, we will contact you for your instructions before we accept your request. However, if we accept and process your request where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.
- 14.4** When you must pay depends on what product you are buying:
- (a)** For one-off services, you shall pay for the product in accordance with the order. The invoice shall specify if payment is required in advance of the service, or strictly within 30 days from date of invoice.
 - (b)** For one-off purchases of digital content, you must pay for the products before you download them.
 - (c)** For ongoing services or subscriptions to receive digital content, you must make payment in advance for the initial subscription period (which we will confirm to you) before we start providing the services or you start downloading the digital content. We will invoice you in advance for each subsequent subscription period until the services are completed or the subscription is terminated and you must pay each invoice within 30 days of the date of the invoice.
- 14.5** If you are a business customer, you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 14.6** If you do not make any payment to us by the due date:
- (a)** we may suspend the performance of the services, or restrict your access to any digital content; and/or
 - (b)** we may charge interest to you on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

- 14.7** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

15. Prize draw terms and conditions

- 15.1** Paragraph 15 sets out the terms and conditions that apply to prize draws that we may promote from time to time. If a specific prize draw has additional or alternative rules that apply to it, then such additional rules shall apply as well as the terms and conditions set out in this paragraph 15.

- 15.2 Eligibility.** The competition is open to all residents in the United Kingdom except our employees and directors and their immediate families and households, and any third party directly associated with the administration of the prize draw. In entering a prize draw, you confirm that you are eligible to do so and eligible to claim any prize you may win. We may require you to provide proof that you are eligible to enter the prize draw. We reserve the right to reject entries that are automatically generated by computer, completed by third parties or in bulk, illegible, incomplete or contrary to the spirit or intention of the prize draw. There is a limit of one entry per person.

- 15.3 How to enter.** The prize draw is free to enter. The process for submitting your entries and the opening and closing dates for entries will be clearly stated. All competition entries must be received by us by no later than 5pm on the closing date. All entries received after that time will be rejected. We will not accept responsibility for entries that are lost, damaged or delayed in transit, nor proof of posting or transmission as proof of receipt. By submitting your entry, you are agreeing to be bound by these terms and conditions.

- 15.4 Winners.** The winner(s) will be chosen by random draw performed by a computer process or otherwise supervised by an independent person shortly after the closing date. The winner will be notified by email or telephone (using details provided at entry) within 14 days of the closing date and must, if requested, provide a postal address in order to claim their prize. If a winner does not respond to us within 7 days of being notified by us, then the winner's prize will be forfeited and we will be entitled to select another winner in accordance with this process. Our decision is final and binding as we will not enter into any correspondence about it.

- 15.5 Prizes.** The prizes will be clearly stated. We reserve the right to substitute any prize with a cash alternative, or with an alternative prize of equal or higher value, if the original prize is no longer available, but otherwise there is no cash alternative for any prize. The prizes are not exchangeable or transferrable.

- 15.6 Publicity.** We will either publish or make available information that indicates a valid award too place, which includes sending a winner's surname and town/county of residence to anyone to asks us within a month of the closing date. Otherwise, personal

information supplied during the course of the prize draw will be processed in accordance with our privacy policy (see paragraph 18).

15.7 Ownership. By submitting an entry or any accompanying material, you confirm that the entry and material is entirely your own original work and has not been copied from anywhere else. No entries or material will be returned. You agree that we may use, publish, transmit, copy, edit and sub-license your entry and material for our own business purposes.

15.8 Other rules. We reserve the right to void, cancel, suspend or amend the prize draw if it becomes necessary to do so. The prize draw will be governed by English law.

16. Our responsibility for loss or damage suffered by you if you are a consumer

16.1 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, for example, if you discussed it with us during the sales process.

16.2 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;

16.3 If we are providing services in your property, we will make good any damage to your property caused by us while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

16.4 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 you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

16.5 If you are a consumer, we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in paragraph 17.

17. Our responsibility for loss or damage suffered by you if you are a business

17.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) section 2 of the Supply of Goods and Services Act 1982; or
- (d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

17.2 Subject to paragraph 17.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us;
- (b) we shall not be liable to you for any consequences of you relying or acting upon any advice or opinions expressed by any external presenters or speakers (namely, any persons not employed by us) involved in the supply of the products; and
- (c) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sum paid by you for products under such contract.

18. How we may use your personal information

We will only use your personal information as set out in our privacy policy, which is available on our website at <https://www.ucasmedia.com/privacy-policy>.

19. Other important terms

- 19.1** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 19.2** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 19.3** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 19.4** 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.

- 19.5** 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.
- 19.6** We shall not be liable if our supply of the products is delayed or prevented because of circumstances beyond our reasonable control. Our obligations under the contract will be suspended until such time as the contract is either terminated by you or by us in accordance with paragraphs 9 or 11, or we are able to recommence the supply of the products.
- 19.7** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If are a consumer and you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you are a consumer and you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.