

# Terms and conditions for ordering publications from UCAS



V1 April 2015

These Terms will apply to any contract between us for the sale of Products to you (**Contract**). Please read these Terms carefully and make sure that you understand them, before ordering any Products.

You should print a copy of these Terms or save them to your computer for future reference.

These Terms, and any Contract between us, are only in the English language.

## 1. Information about us

- 1.1 We are The Universities and Colleges Admissions Service, a company registered in England and Wales under company number 2839815 and with our registered office at Rosehill, New Barn Lane, Cheltenham, GL52 3LZ. Our VAT number is GB 618 2306 57. Orders for our publications are taken and fulfilled by W&J Linney Limited of Adamsway, Mansfield, Nottinghamshire NG18 4FL, UK (**Linney**) on our behalf.
- 1.2 If you wish to contact us for any reason, including to exercise your right to cancel, or because you have any complaints, you can contact our customer service team by telephone on 0844 894 0013 or by e-mail at [ucaspublications@linney.com](mailto:ucaspublications@linney.com).

## 2. Our right to vary these Terms

- 2.1 We amend these Terms from time to time. Please look at the top of this page to see when these Terms were last updated and which Terms were changed
- 2.2 Every time you order Products from us, the Terms in force at the time of your order will apply to the Contract between you and us.

## 3. Data Protection

- 3.1 We will only use your personal information in accordance with our *privacy policy*. Please take the time to read our *privacy policy* as it includes important terms which

## 4. Your consumer right of return and refund (**This clause 4 only applies if you are a consumer.**)

- 4.1 If you are a consumer, you have a legal right to cancel a Contract during the period set out below in *clause 4.1*. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep a Product, you can notify us of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract is available from your local Citizens' Advice Bureau or Trading Standards office.
- 4.2 Your legal right to cancel a Contract starts from the date you place the order. Your deadline for cancelling the Contract is 14 days after the day on which you receive the Product.

- 4.2.1 Example: if you place an order on 1<sup>st</sup> January and you receive the Product on 10<sup>th</sup> January you may cancel at any time between 1<sup>st</sup> January and the end of the day on 24<sup>th</sup> January.
- 4.3 To cancel a Contract, you just need to let Linney know that you have decided to cancel. The easiest way to do this is to by telephoning our customer service team on 0844 894 0013 or by e-mail at [ucaspublications@linney.com](mailto:ucaspublications@linney.com). Alternatively you may use a copy of the form which is attached at the back of these Terms as a schedule. Cancellation notice by e-mail or post is effective from the date you send us the e-mail or post the letter to us. For example, you will have given us notice in time as long as you get your letter into the last post on the last day of the cancellation period or e-mail us before midnight on that day.
- 4.4 If you cancel your Contract we will refund the delivery costs you have paid within 14 days after you inform us of your decision to cancel the Contract.
- 4.5 We will refund you on the credit card or debit card used by you to pay.
- 4.6 Because you are a consumer, we are under a legal duty to supply Products that are in conformity with this Contract. As a consumer, you have legal rights in relation to Products that are faulty or not as described. These legal rights are not affected by your right of return and refund in this clause 3 or anything else in these Terms. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 5. Delivery

- 5.1 Linney will aim to dispatch Products within 2 working days. Delivery of an order shall be completed when we deliver the Products to the address you gave when ordering; and the Products will be your responsibility from that time.

## 6. International delivery

- 6.1 If you order Products from our site for delivery to an address outside of the UK, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.
- 6.2 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

## 7. Price of products and delivery charges

- 7.1 The Products are supplied free of charge (you only pay for postage and packaging).
- 7.2 Our postage and packaging charges are as stated on our website when you place your order; and will be advised to you by Linney, before you confirm your order.

## 8. How to pay

- 8.1 Payments are accepted using one of the following debit or credit cards: Mastercard, Visa Credit, Visa Electron, Switch, Solo and American Express.
- 8.2 Payment for the Products and all applicable delivery charges is in advance.

## 9. Other important terms

- 9.1 **If you are a consumer**, please note that these Terms are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of or in connection with it will be governed by English law. You and we both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 9.2 **If you are a business**, a Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 9.3 **If you are a business**, we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).

## THE SCHEDULE

### MODEL CANCELLATION FORM

*(Complete and return this form only if you wish to withdraw from the contract)*

To [TRADER'S NAME, ADDRESS, TELEPHONE NUMBER AND, WHERE AVAILABLE, FAX  
NUMBER AND E-MAIL ADDRESS TO BE INSERTED BY THE TRADER]

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following  
goods [\*/for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Order Number [ ],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate