



If you are purchasing a Product (as defined below) the following Terms and Conditions will apply:

1. About these Terms and Conditions

1.1 These Terms and Conditions (the 'Conditions') form the whole of our 'Agreement' with you.

1.2 In these Terms and Conditions:

'we', 'us' and 'our' means Wisbech Grammar School (Registered Charity Number 108779);

'you' means the individual or organisation ordering Products under these Terms and Conditions;

'Description' means our description of a Product that may be purchased from us;

'Dispatch' means the time Products are dispatched from us or our warehouse,

'Order' means a request by you to purchase Products from us;

'Order Number' means a number provided by us to you after you place an Order;

'Products' means any item for which an online sale transaction is completed including a Registration Fee, Acceptance Deposit, donation or physical product:

'Working Days' means a day other than a Saturday or Sunday or a public or bank holiday in England and Wales.

1.3 These Conditions replace all other terms and conditions previously applicable to the sale of the Products and shall apply to any Order to the exclusion of any other terms and conditions. We may not necessarily keep a copy of your Order and these Conditions and advise you to keep a copy of them for your information in the future.

1.4 If you are placing an Order online your use of the website is also subject to terms and conditions governing the use of our website, as outlined on this page.

2. Minors

2.1 To purchase Products you must be over 18 years of age. If you are under 18 you may purchase a Product only with the involvement of a parent or guardian.

3. Placing your order

3.1 You may place an Order by following the ordering process on our website or by telephoning our Accounts team.

3.2 If you place an Order online you are able to correct errors in your Order up to the point at which you click 'submit' on the final page of our ordering process and we will notify you by e-mail as soon as possible to confirm receipt and details of your Order.

4. Our Agreement with you

4.1 All Orders for Products shall be regarded as an offer by you to purchase the Products under the terms of the Agreement.

4.2 Although we make every effort to ensure that the Product Descriptions and prices on our website or in our literature are accurate, mistakes may occasionally happen. We reserve the right to cancel any Order for Products where any such mistake has occurred, even after we have accepted such an Order. However, where pricing is concerned, if the correct price is lower than stated we will process your Order and charge you the lower price. If the correct price is higher we will notify you in writing and give you the option of paying the higher price. If you do not wish to pay this, we will cancel your Order.

4.3 After placing an Order online, you will receive an e-mail from us acknowledging that we have received your Order. Please note that this does not mean that your Order has been accepted. Acceptance of your offer will take place on Dispatch to you of the Products ordered unless we notify you in writing of our acceptance at any time prior to such Dispatch. Our acceptance of your Order brings into existence a legally binding Agreement between us.



5. Selecting the Products

5.1 You are responsible for the selection of the Products, and any Description, advice or recommendation given by us to you as to the suitability, fitness for any purpose, application or use of the Products is intended for guidance only and is followed or acted upon entirely at your own risk. Accordingly we shall not be liable for any such Description, advice or recommendation.

6. Price and Delivery Charges

6.1 The prices of the Products are as listed in our published price list. We reserve the right to change prices listed without notice.

6.2 Prices shown include VAT and any other government duty or tax applicable. When you order Products for delivery outside the UK the Order may be subject to import duties and taxes which are levied once the package reaches the specified destination. Customs duties vary from country to country. Any additional charges for customs clearance or otherwise must be borne by you.

6.3 If the Products are to be delivered to a postal address in the UK postal and packing charges are free.

6.4 If the Products are delivered to an address outside the UK postal and packing charges are payable by you. Please contact the Accounts team to discuss your requirements.

7. Payment

7.1 All payments must be made in UK sterling (GBP).

7.2 Payment shall be made before the Products are Dispatched.

8. Delivery

8.1 If your Order is accepted, we will aim to deliver within 10 Working Days and in any event within 30 days starting on the day after you placed your Order. The only exception to this will be over extended periods when the school shuts down such as Christmas, New Year and summer holidays.

8.2 If you do not receive the Products you have ordered within 30 days of placing an Order you must notify us immediately, unless you are pre-ordering a Product not yet available. In the absence of such notice from you to us the Products shall be deemed to have been delivered and accepted by you complete and in a satisfactory condition. Thereafter you shall not be entitled to reject the Products, we shall have no liability for any defects or failure and you shall be bound to pay the price as if the Products had been delivered in accordance with this Agreement.

Should any items ordered be out of stock, you will be contacted within 5 Working Days.

9. Risk and Ownership

9.1 Risk of damage to or loss of the Products shall pass to you upon delivery at the Delivery Address.

9.2 Ownership of Products passes to you on the latter of receipt by us of full payment or delivery to you of the Products at your Delivery Address. We may recover any Products supplied at any time prior to ownership passing if you are in breach of these Conditions.

10. Faulty Products

10.1 You should inspect the Products when you receive them for defects or damage. If you find a defect or damage you must tell us as soon as possible, by contacting the Accounts Department. If the Products are found to be damaged or defective upon delivery to you, at our option we will repair or replace the Products or refund the price paid by you.

10.2 At our request and direction you shall send to us the damaged or defective Products. We will check all Products returned as damaged or defective. In the event we find no fault we reserve the right not to refund you and to recover our fees and expenses from you.



11. Cancellation & Returns

11.1 Cancellations and returns are at our sole discretion and provisional upon you indemnifying Wisbech Grammar School for all costs and charges incurred by us in the original delivery of those Products and their subsequent return including any handling charges, and provided you inform us in writing or by phone of your wish to cancel or seek a refund within 14 days from receipt of the Products. Should you wish to return a Product please contact the Accounts Department by telephone on 01945 583631. Your statutory rights are not affected.

If we agree to you cancelling the Agreement you are to return the Products to us in their original condition, undamaged and at your cost within 14 days of such cancellation.

11.2 If you contact us to return Products under Clauses 10 or 11 and we agree to the return, you shall provide your Order Number.

11.3 Products returned should be packaged securely, clearly identified with your order number and to an address provided by us.

11.4 Any Products returned will be at your risk and we will not be responsible for any loss or damage to them during transit and we recommend that you use a recorded or secure delivery method. If goods are lost or damaged in transit, we may charge you, or not refund to you, amounts that are attributable to the loss or damage. You are responsible for all associated postage costs.

12. Intellectual Property

12.1 The names, images and logos identifying Wisbech Grammar School are proprietary marks of Wisbech Grammar School.

13. Liability

13.1 Nothing in this Agreement is intended to limit liability for (a) death, personal injury caused by our negligence; or (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English or Welsh law.

13.2 Subject to clause 13.1 we shall not be liable to you:

- For any indirect, special or consequential loss of any nature whatsoever; or
- For any loss of profits, loss of income, other economic loss, loss of business, loss of contracts, loss of goodwill, loss of data, administrative inconvenience or disappointment.
- Where performance of any obligation to you is prevented or impeded by any circumstance or cause beyond our reasonable control including without limitation strikes and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

13.3 Subject to clause 13.1, our liability to you in contract, tort or otherwise is limited to the cost of replacing the Products ordered.

13.4 We do not accept liability for shortages in quantities delivered unless you notify us of any claim of short delivery of the Products within two working days of delivery. In such circumstances our liability shall be restricted to making good the shortfall.

13.5 We accept no liability for any reliance placed upon the contents of any Product supplied. The said material is intended for reference purposes only and is not intended, nor should it be used, as a substitute for professional advice and judgement or to provide legal advice with respect to particular circumstances.

14. Data Protection and Privacy Policy

14.1 By placing an Order you are allowing us to use your personal details for the purpose of supplying the Products (including passing your details on to couriers and other subcontractors).

14.2 For a copy of our Privacy Policy please visit our website or contact our Accounts Department.



15. General

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

15.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

15.3 If any part of the Conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Conditions will not be affected.

15.4 The Agreement between us shall be governed by and interpreted in accordance with English and Welsh law and the English and Welsh courts shall have non-exclusive jurisdiction to resolve any disputes between us.

16. Complaints

16.1 If you have a complaint, please contact our Accounts Department quoting, where applicable, the Order Number.

17. How to contact us

You can contact our Accounts Department by:
Email: accounts@wisbechgrammar.com
Phone: 01945 583631