



Terms and Conditions for Supply of Products

This page (together with the documents referred to on it) tells you the terms and conditions on which we supply any of the products ("Products") listed on our website <http://www.cppe.ac.uk/e-shop> ("our site") to you. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please click on the button marked *I accept* when returning to the purchase page if you accept them. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our site.

We also advise that before you order any Products from our site you read our privacy policy. Please **click here to read the policy**. To find out how CPPE will use your details, please **click here**.

1. Information about us

1.1 <http://www.cppe.ac.uk/e-shop> is a site operated by the University of Manchester ("we").

1.2 We are a Royal Charter corporation registered in England and Wales under number RC000797 and an exempt charity with our registered office at Oxford Road, Manchester, M13 9PL.

1.3 Our main trading address is Oxford Road, Manchester, M13 9PL.

1.4 Our VAT number is GB 849 7389 56.

2. Service availability

Unfortunately we are unable to accept orders for printed learning materials from individuals based outside the United Kingdom.

3. Your status

By placing an order through our site, you warrant that:

- (a) you are legally capable of entering into binding contracts
- (b) you are at least 18 years old
- (c) the personal details you have given to CPPE are accurate.

4. How the Contract is formed between you and us

4.1 Non-GPhC registrants must first purchase a starter pack. You will receive an e-mail from us confirming your purchase and providing login and password details to allow access to Products.

4.2 After placing an order, you will receive an email from us confirming your purchase and allowing access to our Products. Please refer to section 9.7 regarding the restriction of access.

4.3 CPPE is funded by the Department of Health (DH) to provide CPD opportunities to all pharmacists and pharmacy technicians providing NHS services in England. All GPhC registrants in England will be allocated free tokens funded from the DH and can be used in the CPPE e-shop to redeem against our programmes. If you stop offering NHS services to patients in England, or come off the GPhC register, then your DH funded tokens will be removed from your account. The DH only provides these tokens for you whilst these two criteria are in force.

5. Our status

5.1 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality,

and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

6. Consumer rights

6.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, if nothing has been accessed electronically or downloaded from our site. In this case, you will receive a full refund of the price paid for the Products, not including the exceptions in 6.3, in accordance with our refunds policy (set out in clause 10).

6.2 To cancel a Contract, you must inform us in writing. If purchasing hard copy material, you must also return the Product(s) to us immediately, in the same condition in which you received them, and at your own cost and risk. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

6.3 You will not have any right to cancel a Contract for the supply of any of the following Products:

- (a) any goods which are capable of being personalised and which you ask us to personalise for you
- (b) audio or video recordings or computer software which we deliver to you sealed and which you unseal
- (c) newspapers, periodicals or magazines
- (d) learning materials downloaded or accessed electronically
- (e) the balance of purchased tokens in your account.

7. CPPE cancellation policy

7.1 Event bookings will only be processed subject to acceptance of CPPE's right to charge a fee for late cancellations and non-attendance.

7.2 The following will apply if CPPE cancels a workshop:*

- (a) CPPE will notify you of the cancellation of a workshop you have booked, no later than ten days before it is due to run. CPPE will do this by email whenever possible (you will be requested to send acknowledgement by email to CPPE that you have received this email) and by letter.
- (b) A notice informing that the workshop has been cancelled will be posted at the venue.
- (c) In the event that the workshop is rescheduled for a later date, CPPE will notify you by letter to enable you to accept or decline.

* In exceptional circumstances CPPE may cancel a workshop at very short notice – due to facilitator ill health, fire at venue, etc. In this event both the CPPE tutor and CPPE administration will make every effort to let you know in advance. Please make sure that your contact details are correct on our website to help us with this.

7.3 The following will apply if you cancel a booking:

- (a) All cancellations must be notified to CPPE head office in writing. Acceptable means of communication include letter, fax and email.
- (b) CPPE will respond within seven working days and will provide a cancellation reference to all requests for cancellation that come with an outline detail for not attending.
- (c) No fee will be charged where CPPE received notification of the cancellation ten days or more prior to the learning event date.
- (d) Cancellations received with less than ten days' notice, but two or more days before the workshop, will be charged at £25.
- (e) Cancellations received less than two days before the workshop and non-attendances will be charged at £50.
- (f) Non-payment of the cancellation charge will result in exclusion from all CPPE learning events for six months, or until payment is received (whichever is sooner).
- (g) Your cancellations are reviewed by the cancellation team. CPPE reserves the right to waive the fee under certain circumstances.

8. Risk and title

8.1 The Products will be at your risk from the time of delivery.

8.2 Products purchased through our site are strictly for personal use and cannot be copied and used for sharing or further commercial use.

8.3 Products accessed are available for a limited period. Please check individual programmes for relevant expiry periods. After expiry, programmes must be repurchased to gain access.

8.4 CPPE local solutions material is Crown Copyright and can be used and distributed by commissioning bodies within England delivering training for pharmacy related enhanced services. Whilst any power point presentation can be changed to suit local need, the local solutions materials will remain as a CPPE programme and as such contents cannot be reproduced and used as materials developed by a third party organisation without first seeking permission from CPPE.

9. Price and payment

9.1 We operate a token purchase system for the majority of our Products. Tokens are purchased first and then Products are redeemed against Tokens accrued in your account.

9.2 The price of any Products will be as quoted on our site, except in cases of obvious error.

9.3 These prices include any applicable VAT.

9.4 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a confirmation email.

9.5 Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product's correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before dispatching the Product, or reject your order and notify you of such rejection.

9.6 We are under no obligation to provide the Product to you at the incorrect (lower) price if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.

9.7 Payment for all Products must be by credit or debit card. We accept payment with the following credit and debit cards only: Visa, Mastercard, Maestro, Solo and JCB. We will charge your credit or debit card when you place your order.

9.8 If we are notified that your payment has failed, or if your card issuer instigates a chargeback process, we will cancel your access to our Products immediately.

10. Our refunds policy

10.1 We cannot refund payments for Products which have been downloaded or accessed electronically.

10.2 We cannot refund the balance of purchased tokens in your account.

10.3 If you wish to request a refund you should contact us in writing with details of your purchase. All requests for refunds will be reviewed and you will be notified of further action.

10.4 Any agreed refund will usually be made via the same payment method used in the original purchase.

11. Our liability

11.1 Our materials are written and based on English practice. Please be aware of this when using our products outside of England.

11.2 We warrant to you that any Product purchased from us through our site is of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied.

11.3 Our liability for losses you suffer as a result of us breaking this agreement, including deliberate breaches, is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of

us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

11.4 This does not include or limit in any way our liability:

- (a) for death or personal injury caused by our negligence
- (b) under section 2(3) of the Consumer Protection Act 1987
- (c) for fraud or fraudulent misrepresentation
- (d) for any deliberate breaches of these terms by us that would entitle you to terminate the contract between us
- (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

11.5 We are not responsible for indirect losses which happen as a side-effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:

- (a) loss of income or revenue
- (b) loss of business
- (c) loss of profits or contracts
- (d) loss of anticipated savings
- (e) loss of data
- (f) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise; provided that this clause 11.4 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 11.1 or clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (a) to (f) inclusive of this clause 11.4.

11.5 Where you buy any Product from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

12. Import duty

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

12.2 Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

13. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. Notices

All notices given by you to us must be given to the University of Manchester at **info@cppe.ac.uk**. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

15. Transfer of rights and obligations

15.1 The Contract between you and us is binding on you and us and on our respective successors and assigns.

15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

15.3 We may transfer, assign, charge, subcontract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control ("Force Majeure Event").

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- (e) impossibility of the use of public or private telecommunications networks
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable

endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. Waiver

17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

18. Severability

If any of these terms and conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

20. Our right to vary these terms and conditions

20.1 We have the right to revise and amend these terms and conditions 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.

20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

21. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

