

# WEBSITE TERMS & CONDITIONS

This document tells you the terms and conditions on which we supply any of the products (**Products**) and any of our Training Events (**Training Events**) listed on our website [www.jubilee.org.uk](http://www.jubilee.org.uk) (**our site**) to you.

Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from our site and/or booking any Training Events. You should understand that by ordering any of our Products and/or booking any Training Events, you agree to be bound by these terms and conditions.

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

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products and/or book any Training Events from our site.

We aim to update our site regularly and may change the content from time to time. Any of the material on our site may be out of date at any given time and we shall be under no obligation to update such material.

For the purpose of these terms and conditions the following definitions shall apply:

**Products:** means all goods for sale on our site

**Training Events:** means all training courses, seminars and events

## 1. INFORMATION ABOUT US

1.1 We operate the website [www.jubilee.org.uk](http://www.jubilee.org.uk). We are Jubilee Church Derby, a Charitable Incorporated Organisation (CIO) in England and Wales under company number 1162660 and with our office can be contacted at PO Box 7736, Derby, DE1 0RY.

1.2 We are regulated by the Charity Commission.

## **2. SERVICE AVAILABILITY AND USE OF OUR SITE**

2.1 Access to our site is permitted on a temporary basis. We reserve the right to withdraw or amend the service we provide on our site without notice.

2.2 We may restrict, from time to time, access to our site. We will not be liable if for any reason our site is unavailable at any time or for any period.

2.3 Furthermore we reserve the right to bar users or customers from access to our site where a user or customer commits or seeks to commit fraud, attempts to disrupt in any way the services offered by us.

2.4 Information held on our site is intended for your general information and must not be used in any other way without our prior written consent.

2.5 Commentary and other materials posted on our site is not intended to amount to advice on which reliance should be placed. We will not be liable for any reliance placed on such materials by you, any visitor to our site or by anyone who may be informed of any of its contents.

## **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; and

(c) you agree to be bound by these terms and conditions.

## 4. OUR STATUS

4.1 Please note that in some cases, we accept orders as agents on behalf of third party sellers. The resulting legal contract is between you and that third-party seller and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.

5. 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. If you would like information about your legal rights you should contact your local trading standards or citizens advice bureaux. We will notify you when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third-party seller

## 6. PRODUCTS: HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

6.1 After placing an order for a Product, 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. Your order constitutes an offer to us to buy a Product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the Product has been dispatched (**Dispatch Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Dispatch Confirmation.

6.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other

Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

## **7. CONSUMER RIGHTS**

7.1 If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products in accordance with our refunds policy (set out in clause 11 below).

7.2 To cancel a Contract, you must inform us in writing. You must also return the Products to us as soon as reasonably practicable, and at your own cost. 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.

7.3 Details of your statutory right of cancellation, and an explanation of how to exercise it, are provided in the Dispatch Confirmation. This provision does not affect your other statutory rights as a consumer.

## **8. AVAILABILITY AND DELIVERY OF PRODUCTS**

Your order for Products will be fulfilled by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation, unless there are exceptional circumstances.

## **9. RISK AND TITLE OF PRODUCTS**

9.1 The Products will be your responsibility from the time of delivery.

9.2 Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including any delivery charges.

## 10. PRICE AND PAYMENT

10.1 The price of the Products, our delivery charges and the cost of Training Events will be as quoted on our site from time to time, except in cases of obvious error.

10.2 Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

10.3 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 that we are rejecting it.

10.4 If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as an error, we do not have to provide the Products to you at the incorrect (lower) price.

10.5 Payment for all Products and for Training Events must be paid online by credit or debit card or by cheque. We accept payment from all major credit or debit cards.

10.6 To pay by cheque please make cheques payable to Jubilee Church Derby and post to Jubilee Church Derby, PO Box 7736, Derby, DE1 0RY, UK.

10.7 We are not VAT registered.

10.8 If you are booking a Training Event it is your responsibility to ensure that you allow sufficient time for the payment to be processed online before the commencement of the Training Event.

10.9 We shall not be liable for any failure by you of this online payment system to properly protect data from being seen on your screen by other persons or otherwise obtained by such other persons, during the online payment process or in respect of any omission to provide accurate information in the course of the online payment process.

10.10 It is your responsibility to always check that the contact information you provide is correct before proceeding to payment.

10.11 If you have any difficulties with the payment process you can contact us on 03000 110 121.

## **11. TRAINING EVENTS: HOW THE CONTRACT IS FORMED BETWEEN YOU AND US**

11.1 After selecting the Training Events that you wish to book, you will receive an e-mail from us acknowledging that we have received your request. Please note that this does not mean that your request has been accepted. Your order constitutes an offer to us to provide a service. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your order has been accepted and is being processed (**Booking Confirmation**). The contract between us (**Contract**) will only be formed when we send you the Booking Confirmation.

11.2 The Contract will relate only to those Training Events confirmed in the Booking Confirmation.

11.3 If the time, date and location of the Training Event selected is not on our site, we will confirm these details to you by email at least 14 days before the Training Event is due to take place.

## **12. CANCELLATION AND VARIATION OF TRAINING EVENTS BY US**

12.1 We reserve the right to change advertised details of Training Events including course content, dates, time-table, venue and lecturers. If we have to cancel a course, we will aim to inform you at least 14 days before the course is due to take place or as soon as is reasonably possible. We will reimburse all sums paid for the Training Event but we are unable to compensate for any other costs incurred, such as travel, flights and accommodation.

12.2 If we have to change the dates of the Training Event and you are unable to attend the new date, you may cancel the Contract and we will reimburse all sums paid for the Training Event but we are unable to compensate for any other costs incurred, such as travel, flights and accommodation.

## **13. TRAINING REFUND POLICIES**

In line with ChristCentral & Newfrontiers event cancellation policies, with relation to events run by Jubilee Church Derby; the general principle is that refunds will not be available.

- For events less than or equal to £15, refunds will not be available unless there are compassionate grounds, which will be considered on a case by case basis. To find out more visit: <http://jub.onl/2qJvnVa>
- For events over £15, refunds will be considered on a case by case basis by application to our events cancellation fund.  
To find out more visit: <http://jub.onl/2qT33wA>

## **14. WARRANTY**

If you are a consumer, we warrant to you that any Product purchased from us through our site will, on delivery, conform with its description, be of satisfactory

quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

## **15. OUR LIABILITY**

15.1 Subject to clause 15.2, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products or Training Event.

15.2 Nothing in this agreement excludes or limits our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; and
- (e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

15.3 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.

## **16. IMPORT DUTY**

16.1 If you order Products from our site for delivery outside the UK, 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.

16.2 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.

## **17. 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 e-mail 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.

## **18. NOTICES**

All notices given by you to us must be given to Jubilee Church Derby at [info@jubilee.org.uk](mailto:info@jubilee.org.uk). We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 17 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail 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 e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **19. TRANSFER OF RIGHTS AND OBLIGATIONS**

19.1 The contract between you and us is binding on you and us and on our respective successors and assignees.

19.2 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.

19.3 We may transfer, assign, charge, sub-contract 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.

## 20. EVENTS OUTSIDE OUR CONTROL

20.1 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**).

20.2 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; and
- (g) pandemic or epidemic.

20.3 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.

## **21 . WAIVER**

21.1 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 will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

21.2 A waiver by us of any default will not constitute a waiver of any subsequent default.

21.3 No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18 above.

## **22 . SEVERABILITY**

If any court or competent authority decides that any of the provisions of these terms and Conditions or any provisions of a Contract are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

## **23. ENTIRE AGREEMENT**

23.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

23.2 We each acknowledge that, in entering into a Contract, neither of us relies on any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.

23.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.

23.4 Nothing in this clause limits or excludes any liability for fraud.

## **24. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

24.1 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.

24.2 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).

## **25. LAW AND JURISDICTION**

Contracts for the purchase of Products or booking of Training Events 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) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

## **26. THIRD PARTY RIGHTS**

A person who is not party to these terms and conditions or a Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999.