Terms and Conditions of Sale

Updated on: 2 March 2015
Effective on: 28 April 2015

These terms and conditions together with any other terms and conditions referred to in these terms and conditions ("these Terms") are the legal terms and conditions on which Oxford University Press ("OUP", "we", "us" or "our") sells the products listed on this English Language Teaching Site (ELT) and our English Language Teaching catalogues ("Products") to you.

Please note that these Terms do not apply to you if:

(i) you are buying products from our other sites or products which are not listed on our English Language Teaching Site or our English Language Teaching catalogues;
(ii) you are buying non-digital products (e.g. books) or CDROMs; or
(iii) you are an OUP trade customer.

Non digital products (e.g. books) and CDROMs can only be purchased from third parties and that transaction will be between you and those third parties and subject to those third parties’ terms and conditions of sale. If you are an OUP credit managed account, these Terms will not apply to you because you have agreed to a different set of terms and conditions and those terms and conditions can be obtained by emailing eltsupport@oup.com if you have a non-US credit managed account and custserv.us@oup.com if you have a US credit managed account.

Except as stated in the previous paragraph, these Terms will apply to any contract between OUP and you for the sale of Products through our English Language Teaching Site, or by telephone, or email ("Contract").

In addition, if you are ordering a digital Product, please note that the use of that digital Product is subject to:

i. the subscription terms and conditions associated with that Product ("Product Terms"); and
ii. the terms of use in relation to the applicable OUP platform on which that Product is to be accessed if such Product is to be accessed on an OUP platform ("Platform Terms").

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.

We reserve the right to amend these Terms from time to time. We will exercise this right in accordance with clause 13. Please check these Terms each time you wish to order Products to ensure you understand the terms and conditions which will apply at that time.
1. INFORMATION ABOUT US

1.1 We operate the website http://elt.oup.com ("English Language Teaching Site"). We are The Chancellor, Masters and Scholars of the University of Oxford, trading as Oxford University Press. Our main trading address is Great Clarendon Street, Oxford, OX2 6DP, United Kingdom. Our VAT number is GB125506730.

2. OUR PRODUCTS

2.1 The images of the Products are for illustrative purposes only. The Products you order may vary slightly from those images.

2.2 The packaging of the Products may vary from that shown on images on our English Language Teaching Site.

2.3 All Products shown on our English Language Teaching Site are subject to availability. We will inform you in writing as soon as possible if the Product you have ordered is not available.

3. HOW TO ORDER

3.1 You can order our Products in a variety of ways:

3.1.1 Digital products can be ordered through this website;

3.1.2 Non digital products (e.g. books) and CDROMs can only be purchased from third parties and that transaction will be between you and those third parties and subject to those third parties’ terms and condition of sale. For details of companies which sell these products, please go to the “Buy From” tab.

Please take the time to read and check your order at each page of the order process.

3.2 If you are a consumer, please note that you must be at least 16 years old before you can make any purchases from us.

3.3 If you are not a consumer (e.g. you are buying on behalf of a school or educational institution), you must have authority to bind the entity on whose behalf you are ordering the Products for. By placing an order, you warrant that you have the necessary authority to bind such entity.
4. HOW THE CONTRACT IS FORMED

4.1 These Terms constitute the entire agreement between OUP and you. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of OUP which is not set out in these Terms.

4.2 Orders through our English Language Teaching Site

4.2.1 If you have ordered a Product through our English Language Teaching Site, you will receive a written acknowledgement from us acknowledging that we have received your order. However, please note that this does not mean that your order has been accepted. Acceptance takes place when we send you an email informing you that the Product is ready to be accessed (“Dispatch Confirmation”). The Contract between you and OUP will only be formed when you access that digital Product.

4.3 Orders by telephone

4.3.1 If you order Products by telephone, the Contract between you and OUP is formed when we accept your order over the telephone.

4.4 Orders by email

4.4.1 If you order by email, a Contract will come into force when you access that digital subscription Product.

4.5 Where you have bought a Product which is a “service” (e.g. a digital subscription as opposed to a “good” e.g. a physical book), you acknowledge that OUP has commenced the performance of the service and you agree to OUP commencing the performance of such service upon OUP providing you with the Dispatch Confirmation under clause 4.2.1.

4.6 If we are unable to supply you with a Product (for example because that Product is not accessible or is no longer available), we will notify you of this in writing and we will not process your order. If you have already paid for the Product, we will refund you the full amount as soon as possible.

5. CANCELLATION OF CONTRACT AND REFUND

5.1 Cancelling under the Consumer Contracts Regulations 2013

5.1.1 Your rights This section applies only if you are a consumer located in the European Union (i.e. you are not an organisation or an individual acting wholly or mainly within your trade, business craft or profession). If you are a consumer, you have a legal right to cancel contracts entered into with us at a distance (e.g. internet, phone or email) under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“Consumer Contracts Regulations”) implementing the Consumer Rights Directive 2011/83/EU. Subject to the
exceptions set out below, this means that within a certain period, if you change your mind or for any other reason, you decide you want a refund, you can notify us of your decision and receive a refund.

5.1.2 Your legal right to cancel Subject to the exceptions set out below, if you ordered goods (e.g. a physical book) as opposed to services or digital content, you can cancel your order within 14 days from the day on which you or a third party designated by you receives the goods purchased (or the last good if the order relates to multiple goods delivered separately). You are obliged to ensure that the goods you purchased are kept in good condition while they are in your possession or control and you are responsible for any damage to the goods before they are returned to us.

Subject to the exceptions below, if you ordered digital content not supplied in a tangible medium (e.g. not supplied on CD or DVD) or services, you can cancel your order within 14 days from the day of conclusion of the contract (“Cancellation Period”), unless you have expressly consented to the digital content or expressly requested for the services to be supplied to you before the end of the Cancellation Period, and you acknowledged that you would lose your cancellation rights.

Please note that by placing your order with OUP, you are hereby requesting OUP to perform the services and/or expressly consenting to OUP supplying the digital content (as the case may be) from the time of your order and in doing so, you acknowledge that you will lose your cancellation rights.

If you exercise your cancellation rights (as stated in this section), you must inform OUP of your decision to cancel your order. You may inform OUP by using the form available here or by email sent to eltsupport@oup.com (for non-US customers) and custserv.us@oup.com (for US customers).

5.1.3 Exceptions Please note that the cancellation rights above do not apply in the case of:

- any products made to your specification or clearly personalised;
- newspapers, periodicals or magazines;
- software, CD-ROMS, DVDs or CDs which have a security seal which you have opened or unsealed;
- a service if OUP has fully performed the service and you expressly requested for such service to be performed before the end of the 14 day cancellation period, and you acknowledged that you would lose your cancellation rights; and
- supplies of digital content (including online subscriptions, apps, digital software, e-books and MP3) which is not supplied on a tangible medium (e.g. not supplied on CD or DVD) if you expressly consented to the digital content to be supplied to you before the end of the 14 day cancellation period, and you acknowledged that you would lose your cancellation rights once delivery had started.

5.1.4 Effects of cancellation In the case of goods, we will issue a full refund for the price you paid for the item together with OUP’s standard cost of delivery to you or the price you paid for delivery for the item to you whichever is lower (excluding import duties, taxes and/or delivery charges from you to us) no later than 14 days from the day on which we received the your communication informing us that you wish to cancel. In the case of two or more separate cancellations in respect of the same order for goods, we will refund the cost of delivery to
you on a pro-rated basis. Notwithstanding the foregoing, we may withhold reimbursement until we have received the goods back from you or you have supplied evidence of having sent the goods back, whichever is the earliest. You will have to bear the cost of returning the goods to us.

In the case of services, if you exercise your cancellation rights during the Cancellation Period, we will issue a refund to you on a pro-rated basis.

6. DELIVERY, POSTAGE AND PACKAGING

6.1 A list of the countries to which the Product is available for purchase can be obtained by emailing eltsupport@oup.com.

7. PRICE OF PRODUCTS

7.1 The prices of the Products will be as set out on our English Language Teaching Site from time to time. We use reasonable endeavours to ensure that the prices of Products are correct at the time when the relevant information was entered onto the system. However if we discover an error in the price of Product(s) you ordered, please see clause 7.3 for what happens in this event.

7.2 The price of a Product on the catalogue page excludes VAT/sales tax (as applicable). The exact price of the Product inclusive of VAT/sales tax (as applicable) at the applicable current rate chargeable to you will be calculated at the “check out”. However, if the rate of VAT/sales tax (as applicable) changes between the date of your order and the date of delivery, we will adjust the VAT/sales tax (as applicable) you pay, unless you have already paid for the Products in full before the change in VAT/sales tax (as applicable) takes effect.

7.3 Our English Language Teaching Site and catalogues contain a large number of Products. It is always possible that, despite our efforts, some of the Products may be incorrectly priced. If we discover an error in the price of the Products we will process your order and invoice you at the correct price. You will be entitled to a full refund if you decide you wish to return the Products.

8. HOW TO PAY

8.1 You can pay for Products using a number of different means as detailed on the English Language Teaching Site. For further details, please email eltsupport@oup.com.

8.2 Payment for the Products and all applicable delivery charges is in advance. We will not charge your debit card, credit card or your account (where you have an account with us) until we are ready to dispatch your order.
9. OUR LIABILITY IF YOU ARE A BUSINESS CUSTOMER

9.1 Nothing in these Terms or the Contract limits or excludes our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession).

9.2 Subject to clause 9.1, we will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms and/or the Contract for:

9.2.1 any loss of profits, sales, business or revenue (whether direct or indirect);

9.2.2 loss or corruption of data, information or software (whether direct or indirect);

9.2.3 loss arising from viruses, Trojans or other harmful elements being introduced into your computer or network (whether direct or indirect);

9.2.4 loss of business opportunity or business time (whether direct or indirect);

9.2.5 loss of anticipated savings (whether direct or indirect);

9.2.6 loss of goodwill (whether direct or indirect); or

9.2.7 any indirect, special or consequential loss.

9.3 Subject to clause 9.1 and without prejudice to clause 9.2, our total liability to you in respect of all other losses arising under or in connection with these Terms and/or the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Products ordered by you.

9.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Products. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes.
10. OUR LIABILITY IF YOU ARE A CONSUMER

10.1 Subject to clause 10.3 but without prejudice to clause 10.2, if we fail to comply with these Terms, we are responsible for any loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

10.2 We only supply the Products for domestic and private use. You agree not to use the Products for any commercial, business or re-sale purposes, and we have no liability to you for:

10.2.1 any loss of profit (whether direct or indirect);

10.2.2 any loss of business (whether direct or indirect);

10.2.3 any business interruption (whether direct or indirect);

10.2.4 any loss arising from viruses, Trojans or other harmful elements being introduced into your computer or network (whether direct or indirect);

10.2.5 any loss of business opportunity (whether direct or indirect); and/or

10.2.6 any indirect, consequential or special loss.

10.3 We do not in any way exclude or limit our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or any liability which cannot be excluded as a matter of law.

11. EVENT OUTSIDE OUR CONTROL

11.1 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 an Event Outside Our Control (defined in clause 11.2).

11.2 An “Event Outside Our Control” means any act or event beyond our reasonable control, including without limitation strikes, non-performance of suppliers or subcontractors, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

11.3 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract, we will contact you as soon as reasonably possible to notify you; and our obligations under a Contract will be
suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

12. COMMUNICATION BETWEEN US

12.1 For the purposes of these Terms, "in writing" includes email.

12.2 Communication from you to OUP:

12.2.1 Any notice given by you to OUP under or in connection with these Terms or a Contract shall be in writing and shall be delivered to OUP personally, sent by commercial courier, or sent by email (eltsupport@oup.com).

12.2.2 Your notice to OUP shall be deemed to have been duly received by OUP if delivered personally, when left at OUP's premises at Great Clarendon Street, Oxford, OX2 6DP, United Kingdom, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by email, the next business day after it was sent.

12.3 Communication from OUP to you:

12.3.1 Any notice given by OUP to you under or in connection with these Terms or a Contract shall be in writing and shall be delivered to OUP personally, sent by commercial courier, sent by email or posted on our English Language Teaching Site.

12.3.2 OUP's notice to you shall be deemed to have been duly received by you, if delivered personally, when left at the address which you have supplied to us or at your registered office (where you are a company), if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, if sent by email, the next business day after it was sent, or if by posting on our English Language Teaching Site, immediately when posted on that site.

12.4 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.

12.5 The provisions of clause 12 shall not apply to the service of any proceedings or other documents in any legal action.
13. OUR RIGHT TO VARY THESE TERMS

13.1 We may revise these Terms from time to time at our discretion.

13.2 Every time you order Products from us, the Terms in force at that time will apply to the Contract between OUP and you.

13.3 Whenever we revise these Terms in accordance with this clause 13, we will keep you informed and give you notice of this by stating that these Terms have been amended and inserting the relevant date of such amendment at the top of this page.

14. OTHER IMPORTANT TERMS

14.1 We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms.

14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

14.3 These Terms are between OUP and you. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

14.4 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

14.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.6 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 English Language Teaching Site and any dispute or claim arising out of or in connection with it will be governed by English law. You and OUP agree that the courts of England and Wales will have non-exclusive jurisdiction.

14.7 If you are a business or not a consumer, these Terms are governed by English law. This means that 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), will be governed by English law. You and OUP agree to the non-exclusive jurisdiction of the courts of England and Wales.