



Terms and conditions for direct purchases from Emmaus Oxford

Date prepared: 4 November 2020

Date approved: 5 November 2020 by Andrew Morgan-Giles

The following terms and conditions apply to all orders for the purchase of goods from Emmaus Oxford over the telephone or through PayPal.

If you are buying from Emmaus Oxford using a sales platform such as eBay or DePop these terms and conditions do not apply. Please refer instead to the relevant platform's own terms and conditions.

Please print a copy of these terms and conditions for your future reference.

Our contract

If you place an order over the telephone from Emmaus Oxford we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we either deliver the product to you or you collect the order from us. Any products on the same order which we have not delivered to you or collected by you do not form part of that contract. You warrant that you are legally capable of entering into binding contracts and that you are at least 18 years old.

Description of the Goods

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the website are correct at the time when the relevant information was entered onto the system. Whilst we endeavour to provide up to date images of individual products, for a minority of items such as high print volume books, stock images may be used. We reserve the right to refuse orders where product information has been mis-published, including prices and promotions.

Availability

The supply of goods from this website is subject to availability and it is not always possible for us to inform you at the time you place your order whether the goods you want are still available for purchase. In the case of this happening a refund will be given.

Delivery

Emmaus Oxford offers a standard UK delivery charge of £15 + VAT to deliver items to postcodes including OX1, OX2, OX3, OX4, OX33 and OX44. Delivery charges for other postcodes within Oxfordshire can be discussed with our staff. Our delivery charges apply to all orders containing second-hand, donated products sent by Royal Mail, with the exception of high-value or bulky items, which may incur a mandatory delivery charge dependant on your location.



Your delivery charge will be determined by telephone with a member of the Emmaus Oxford team, no contract to purchase will be entered into until any such delivery charge is agreed.

We aim to dispatch all postal items within three working days of your order being received. For larger items, where delivery is to be arranged this timeframe will vary according to demand at time of purchase.

Collections

Once the order is confirmed a collection location and time window will be agreed between the purchaser and Emmaus Oxford either by email or over the telephone with a member of the Emmaus Oxford team.

The location for collections is Emmaus Oxford, 242 Barns Road, Oxford, OX4 3RQ.

On arrival at location please ring the bell by the front door and a member of the team will arrive to assist you. We will allow up to 3 attempted collections after which time the item will incur a storage charge of £5 per day. This storage charge does not affect your statutory rights.

Cancellation and Returns

Under normal circumstances Emmaus Oxford has a no refund policy. However due if you purchase a produce from us using our Click and Collect service during the second national lockdown period starting from 9 November 2020 you will be entitled to a full refund on the item within 28 days of purchase. This refund will **not** apply to your delivery costs.

All unwanted goods should be returned in a resaleable condition. This does not affect your statutory rights. For more information on your statutory rights please visit www.consumerdirect.gov.uk

Security

When submitting your order you are agreeing to the purchase of goods and to allowing Emmaus Oxford to use your personal data for the purpose of supplying the goods. For further information on privacy and security please see Emmaus Oxford Privacy Policy.

Losses

We will not be responsible for any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any other indirect or consequential loss even if the loss was reasonably foreseeable to both you and us when you commenced using the website or when the contract for the sale of goods was formed. However, Emmaus Oxford does not limit in any way our liability by law for death or personal injury caused from our negligence or breach of duty or caused by our gross negligence or wilful misconduct.

Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website and Click and Collect/Delivery policies, and these Terms and Conditions of Purchase at any time. You will be subject to the policies and Terms and Conditions of Purchase in force at the time that you use the website and/or



Click and Collect/Delivery service when you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions are deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

Governing law and Jurisdiction

These conditions are governed by and construed in accordance with the laws of the England and Wales. You agree, as we do, to submit to the exclusive jurisdiction of the English courts. Emmaus Oxford's VAT registration number is 915 2537 32.