**Emmaus Oxford Resettlement Support Fund: Terms of service**

Date prepared: 15 December 2020

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The following terms of service are applicable to agencies using Emmaus Oxford’s Resettlement Support Fund. Please check these terms thoroughly before applying and keep a copy for your future reference.

Due to funding restrictions, the Resettlement Support Fund is only available to formerly homeless people in Oxfordshire who are in temporary accommodation and ready to move into more permanent homes.

**Your responsibilities and our contract**

Emmaus Oxford cannot take responsibility for checking that items fit and are appropriate to clients’ homes, or that they meet the terms of a tenancy. We ask the supporting agency to check on these points before submitting your application.

If you apply to the Emmaus Oxford Resettlement Support Fund 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 accept a product. We in turn accept your application when we deliver the product to your client. 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 are correct at the time when the relevant information was gathered.

**Availability and selection**
Emmaus Oxford will offer as much choice as possible to clients using the Resettlement Support Fund, but we are limited by stock availability. We will endeavour to meet requests and preferences, but we cannot guarantee that we can do so.

We offer two options for selecting items; clients can visit with the agency making their application and pick items from our store, or the Emmaus Oxford team can pick items for the client. If the client and agency wish to pick the items together in person, please do this by advance appointment only. You can make an appointment by calling 01865 763 698. Appointments are available all days of the week between 12-12pm and 1-3pm. We will ask you to bring your agency ID with you to that appointment.

**Delivery**

Delivery costs within Oxfordshire are included within the Resettlement Support Fund. Please note that we only deliver to the door and cannot take items into the home or upstairs in any circumstances.

**Cancellation and Returns**

Emmaus Oxford has a no refund policy. Electrical items are PAT tested by Emmaus Oxford and are guaranteed for three months after the date of delivery.

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](http://www.consumerdirect.gov.uk)

**Security and privacy**
When submitting your application you are allowing Emmaus Oxford to use anonymised data about your client for monitoring and reporting purposes. Your client’s data will not be stored on our database or shared with any agencies besides our funder and other Emmaus communities

For further information on how we handle data privacy and security please see Emmaus Oxford’s privacy policies [here](https://emmaus.org.uk/oxford/about-us/privacy/).

**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 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 the Resettlement Support Fund 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 apply to the Fund, 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.