

Terms and conditions of sale

Our websites, found under the URLs www.upsu.net, buytickets.at/portsmouthsu, membership.upsu.net and shop.upsu.net, are operated by The University of Portsmouth Students' Union and Portsmouth Students' Union Trading Company Ltd (collectively identified as "The Union") and registered to The Student Centre, Cambridge Road, Portsmouth, Hampshire, PO1 2EF (company numbers 3934555 and 6320382). All references to "we", "us" and "our" shall be deemed to be references to The Union and references to "you" and "your" shall be deemed to be references to persons placing an order via this website or in our stores.

The following terms and conditions apply to all purchases made in person or online for services and products sold by The Union. By placing an order with us you agree to have read, understood and accepted to these terms and conditions. Please note, as these may be subject to change at any time without notice, it is your responsibility to check this page prior to any use or purchase. If you have any queries regarding our terms and conditions, please contact us before use or order placement.

Offers & Discounts

- Discounts are valid when shopping online, by phone and in all stores excluding concessions & outlets subject to availability and participation. Discounts cannot be used in conjunction with any other offer and cannot be applied retrospectively.
- Free postage and returns is only valid for UK mainland addresses.
- Discounts are not valid for the purchase of Gift Cards, online or in store.
- Multi buys cannot be used in conjunction with any other offer.

Ordering

- When placing an order, you agree that all details you provide via our websites or in store for the purpose of purchasing goods are accurate and complete in all respects.
- Your contract for purchases made through our websites or instore is with The Union and you confirm that all goods ordered by you are for your own private and domestic use only and are not for resale.
- All orders are subject to product availability and acceptance by The Union.
- The price and availability of goods are subject to change without notice.
- Promotional offers, vouchers and codes may not be used on sale products, or in conjunction with any other offer, unless otherwise stated. All offers are subject to availability and may be withdrawn at any time without notice. Any offer of free delivery is limited to a standard delivery service, to UK mainland only.
- By placing an order via this website or instore, you are making an offer to The Union to purchase the goods detailed in your order upon the terms described, at which point your payment card will be charged, invoice for payment generated or cash exchanged.
- Event tickets may be subject to a per-transaction non-refundable service charge which is detailed on the website at the point of transaction.
- There may be a small administration fee for tickets purchased through the Union Shop and Reception for Union run events, there also may be a small handling fee imposed upon tickets and products being sold on behalf of a partner.
- When purchasing tickets on upsu.net, customers may be limited to a specified number of tickets for each event. This policy is in effect to discourage unfair ticket buying practices. We reserve the right to cancel tickets purchased in excess of this number without prior notice.
- You certify that the payment method you are using is your own and that there are sufficient funds in your account to cover payment of the product/s ordered.

- Where a Gift Card has been used as payment, the balance will be debited at the point of order placement.
- Where an order is placed on account an invoice will be generated for payment within 30 working days of receipt.
- If any product from your order is unavailable, we will contact you by email, then attempt to fulfil your order from store and confirm details of any cancellation made where fulfilment has not been possible.
- We are unable to make amendments to an order after the point of despatch. Should you wish to make any changes prior to despatch, please contact our Customer Services team on 02392 84 3628.
- It is a crime to use a false name or a known invalid debit/credit card to order. Anyone caught wilfully entering an erroneous or fictitious order will have their details passed onto the Police.

The Union reserves the right to terminate our agreement with you and to suspend or terminate your access to the site immediately and without notice to you if:

- You fail to make payment to us when due.
- You breach any of our terms and conditions.
- If requested by us to do so, you fail to provide within a reasonable time frame, sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity.
- We suspect you have engaged, or are about to engage, or have way of being involved in fraudulent or illegal activity on the Union's websites.

Conformity of Goods

Every care is taken to ensure that the description, specification and pricing of all products shown on our website and in our catalogues is correct. The product information and specification provided is not binding, but is carefully considered and intended to give a general description of each product.

While the colour reproduction of each product is a close representation, we cannot accept any responsibility for any variation in colour caused by the differences in browser software.

The Union will act immediately to correct any error identified and are under no legal obligation to honour a price displayed in error.

Memberships

The terms of membership are set out at <https://membership.upsu.net/terms>

Event Tickets

General Terms

Tickets are sold subject to The Union and any third party providers right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.

The Union and any third party providers chosen venues reserve the right to refuse admission should patrons breach any terms and conditions of the event. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.

Every effort to admit latecomers will be made at a suitable period in the event, but admission cannot always be guaranteed.

Unauthorised use of photographic and recording equipment may be prohibited in specific venues, customers must abide by the venue's rules and regulations. Tapes or films may be destroyed. Laser pens, mobile phones, dogs (except service dogs) and patron's own food and drink may also be prohibited (please check with the venue).

Ticket holders consent to filming, photography and sound recording as members of the audience.

The Union, the venues and any third party providers accept no responsibility for any personal property.

Unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.

A ticket shall not be used for advertising, promotions, contests or sweepstakes, unless formal written permission is given by the third party provider, provided that even if such consent is obtained, use of the Union's trademarks and other intellectual property is subject to the Union's prior consent.

The Union does not deliver tickets unless clearly specified on upsu.net within the product page.

Physical tickets are to be collected from the Union when available, alternative e-Tickets may be made available if and when required.

It is the customer's responsibility to check tickets; mistakes cannot always be rectified.

Third Party Sales

The Union sells tickets for its own events as well as on behalf of promoters, producers, teams, performers and venues. We refer to these parties who organise or provide the event and/or from whom we obtain tickets to sell to customers as our "Event Partner(s)".

The ticket remains the property of the Event Partner and is a personal revocable license, which may be withdrawn, and admission refused at any time.

The ticket is issued subject to the terms and conditions of the Event Partner and/or event. Breach of any of these terms and conditions or any unacceptable behaviour likely to cause damage, nuisance or injury shall entitle the Event Partner to eject customers from the venue.

Cancellations

It is the customer's responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged activity.

If an activity is cancelled or rescheduled, we will use reasonable endeavours to notify ticket holders of the cancellation once we have received the relevant authorisation from the third party provider. We do not guarantee that ticket holders will be informed of such cancellation before the date of the activity.

Unless indicated otherwise in relation to a particular activity, if an activity is cancelled, ticket holders will be offered tickets at any rescheduled activity (subject to availability) up to the face

value of the tickets or, if the ticket holder is unable to attend the rescheduled activity or the activity is not rescheduled, a refund.

Refunds for cancelled activity tickets purchased prior to the date of the original activity will be given up to their face value less the relevant per ticket booking fee.

Cancellation of events is always a last resort; where possible the Union will attempt to make suitable alternative arrangements.

Payment

The Union accepts most major credit cards including MasterCard, Visa, Delta, Maestro and Solo. We do not accept American Express. We also accept payment via Cash and on account with certain clients. All prices displayed are inclusive of UK sales tax (VAT) at the current rate.

Delivery

All delivery time-frames stated are estimated and may be subject to change. Please note, for International deliveries, local import duties and charges may apply.

Refunds and Returns

Clothing and Merchandise

Returns will be accepted within 14 days of receipt of the order. Returning any item within 14 days will also be taken as notice of cancellation of a customer's order (or part of the customer's order).

The contract in respect of sale of goods between Union Shop and the customer requires that the customer return the goods to Union Shop on cancellation. This does not affect the customer's statutory rights. Any returned items must be in an unworn and original condition and where possible in their original packaging with all tags attached. Please note that, for hygiene reasons, earrings and underwear are non-returnable.

If a customer returns goods on which they have received a discount or offer and that offer has now expired, the exchange for goods will only be made up to the value of the original purchase.

Due to the nature of personalised goods the Union will not accept returns for any personalised product other than those which are damaged or faulty. A full description of the damage and fault must be provided with the return upon which The Union will inspect the damage and/or fault before making a decision on whether to accept the return. The Union will closely inspect all personalised merchandise for damage and faults before they leave the premises; all products are dispatched in appropriate packaging to avoid damage during postage.

All correspondence and returns for clothing and merchandise should be sent via email to hello@upsu.net or by post to The Union Shop, The Student Centre, Cambridge Road, Portsmouth, Hampshire, PO1 2EF. Customers should quote order numbers on all correspondence. Customers should request a proof of postage certificate when returning goods to ensure all items returned are covered by the postage service's insurance policies.

On receipt of the goods and acceptance of the validity of a return The Union will provide a full refund of the amount paid or an exchange if required. Refunds will be made to the card that the original purchase was made on, to the account's listed bank details where orders were made on account or by cash in store only where the original payment method was cash.

Memberships

If a customer pays for a membership subscription to a Union club, society or other activity, they have in accordance with UK law, a 7 day cooling off period during which they have the right to cancel the subscription and receive a refund. The Union may refund membership cost up to 100% within a 7 day cooling off period. The 7 day period begins at the time and date of purchase. Customers do not need to give a reason to cancel the subscription in this time period.

An additional 14-day taster period is offered, the Union may refund a percentage of the membership costs within this period at the discretion of the club or society. For the sake of clarity the taster period begins 8 days after the time and date of purchase and ceases 21 days after the time and date of purchase. Thereafter no refund is guaranteed to be given.

If the customer chooses to cancel the purchase after 21 days of the original subscription then the Union will not guarantee to refund the payment as it considered that the individual will have benefited from being an activity member by having access to member information, obtaining any associated member discounts, and participated in the activity.

If a customer's club or society cancellation is approved by the Union, the payment will be refunded within 30 days from the date of agreement. If a customer paid by credit or debit card through the Union website, the refund will be made directly to the credit or debit card originally used within 30 days of cancellation. If the customer paid by any other means then the refund will be made by BACS payment within 30 days of cancellation.

In the event of illness, injury or other extenuating circumstances that may prevent the customer from utilising the full benefits of their membership, please email membership@upsu.net. Refunds in this instance may be authorised on a case by case basis, dependent of evidence provided and the authorisation of Union staff.

Trials are considered by the Union as events and fall under the ticket purchasing policy.

All correspondence and returns relating to membership should be sent via email to membership@upsu.net or by post to the Student Groups Office, University of Portsmouth Students' Union, The Union Building, Cambridge Road, Portsmouth, Hampshire, PO1 2EF.

Event Tickets

The Union will not refund tickets after they have been purchased if the customer chooses not to attend. The Union will endeavour to sell on any unwanted tickets on the customer's behalf once all original tickets have been sold but there is no guarantee of resale.

Exchanges and refunds on tickets that have been lost, stolen, damaged or destroyed after they have been purchased are prohibited. When the customer has received the tickets they must be kept in a safe place. Please note that direct sunlight or heat can sometimes damage tickets.

We will not be responsible for any tickets that are lost or stolen and refunds will not be offered in these circumstances.

The Union will offer refunds to the pack value for any potential students to the University who purchase Freshers Event tickets prior to their confirmation at the University and are subsequently declined a place at the University of Portsmouth. The students must provide evidence in the form of a decline letter from the University of Portsmouth to events@upsu.net to qualify for a refund.

Some events may be subject to non-refundable deposits – details of which will be published on the Union website.

All correspondence and returns relating to events should be sent via email to events@upsu.net or by post to the Projects Office, The Union Building, Cambridge Road, Portsmouth, Hampshire, PO1 2EF.

Privacy

When purchasing products and services from The Union the personal information you share shall be processed in accordance with our Data Protection and Information Security Policy found at www.upsu.net/privacy

Liability

We reserve the right to change information, prices, specifications and descriptions of listed goods, products and services. We may modify these Conditions at any time by posting the Conditions on our website.

The Union does not seek to exclude or limit liability for death or personal injury arising from its negligence or that of its members, agents, directors or employees or for any fraudulent misrepresentation.

To the fullest extent permitted by law and save as provided above, neither The Union nor any associated company shall be liable to you by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract, or in negligence (whether on the part of The Union co or any of its members, agents, directors, employees or otherwise) for any indirect special or consequential loss or damage (including but not limited to loss of profit or loss of saving), costs, expenses or other claims for compensation whatsoever which arise out of or in connection with the use of this website, the supply of the products or their use or resale by you.

The limitations of liability in these conditions shall apply equally for the benefit of The Union and any other associated company of The Union as if references to The Union included references to each such associated company.

While The Union uses reasonable endeavours to ensure that the information on this website is accurate and up to date, it does not give any warranty as to its accuracy or completeness and The Union will not be responsible for any errors or omissions or for the results arising from the use of such information.

While The Union takes all reasonable steps to ensure a fast and reliable service, it does not guarantee that your use of this website will be interruption or error free and will not be responsible for any disruption, loss of or corruption of any material in transit, or loss of or corruption of material or data when downloaded onto any computer system.

Further, The Union will not be responsible nor liable for your use of any other websites which you may access via links within this website. The Union does not control these websites and is not responsible for their content. Any such links are provided merely as a service to users of this website and their inclusion in this website does not constitute an endorsement by or affiliation with The Union.

The entire liability of The Union under or in connection with any contract for any products to which these conditions apply shall not exceed the price of the products, except as expressly provided in these conditions.

The Union will not be liable to you or be deemed to be in breach of these terms and conditions or any other contract with you by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the products ordered by you if the delay or failure was due to any cause beyond its reasonable control.

The Union may assign or transfer any of its rights or sub-contract any of its obligations under these terms and conditions to any third party. You may not assign or transfer any of your rights or sub-contract any of your obligations under these terms and conditions except with the specific permission in writing of The Union

No person who is not a party to these terms and conditions shall have any right to enforce any term under the Contracts (Rights of Third Parties) Act 1999. Nothing in these conditions is intended nor shall affect any of your statutory rights that may not be legally excluded.

Governance

These Terms and Conditions and your use of our website are governed by English law and you agree to submit to the non-exclusive jurisdiction of the English court. This does not affect your non-excludable statutory rights.

This website and our Terms and Conditions have been designed for use within the United Kingdom and under UK law. Whilst we are happy to consider requests for products and enquiries from outside the United Kingdom, we give no warranty, express or implied, that the use of this website or the placing of any order through this website from outside the UK complies with any applicable non-UK laws or regulations. Accordingly, any products or promotions not permitted under your local law are not offered to you.

Our Details:

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