

# TEACHER'S RESOURCE CENTRE

## TERMS AND CONDITIONS OF USE

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### IMPORTANT

PLEASE NOTE IN PARTICULAR CLAUSE 4.4 OF THESE TERMS AND CONDITIONS

### OUR AGREEMENT

These terms and conditions ("the Agreement") relate to (1) registration with Oxford University Press, Great Clarendon Street, Oxford ("OUP" or "us") using the unique access code ("the Access Code" that you have purchased or will purchase); (2) your purchase of any upgrades listed on this English Language Teaching site ("the Purchased Product"); and (3) use of the online English-teaching product having redeemed the Access Code ("the Code Product", the Code Product and Purchased Product together being "the Product"). These terms override any other statements or terms and conditions whether verbal or in writing.

### 1. ACCESS CODES

#### 1.1 REGISTRATION

In order to access the Code Product, you are required to submit the Access Code and certain personal information including, but not limited to, your email address and a suitable password. Upon validation of the Access Code you be able to access the Code Product using the login and password you selected during registration.

BY CLICKING I AGREE YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN CLICK I DO NOT AGREE; RETURN THE ACCESS CODE AND ANY ACCOMPANYING PACKAGING, MANUALS, BOOKS OR OTHER MATERIALS IN THE ORIGINAL PACKAGING TO THE DEALER OR SUPPLIER FROM WHOM YOU OBTAINED THEM, WHO, IN THE EVENT OF YOU HAVING PURCHASED THE ACCESS CODE AND IT AND THE ACCOMPANYING ITEMS BEING IN A SALEABLE CONDITION, WILL REFUND THE PRICE PAID.

#### 1.2 PERIOD OF ACCESS

You will have access to the Code Product for the period agreed when you purchase the Access Code. OUP's warranty to you in respect of the operation of the Product is set out in clause 9 below. The terms and conditions that apply specifically to your use of the Product are set out in clause 4.

### 2. PURCHASED PRODUCTS

#### 2.1 HOW TO ORDER

Purchased Products can be ordered through this English Language Teaching site, for a period of time agreed at the point of purchase. Please take the time to read and check your order at each page of the order process.

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

- 2.1.2 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.

## 2.2 ORDERS THROUGH OUR ENGLISH LANGUAGE TEACHING SITE

- 2.2.1 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 the Access Code is redeemed.

## 2.3 CANCELLATION OF CONTRACT AND REFUND

### 2.3.1 Cancelling under the Consumer Contracts Regulations 2013

- 2.3.1.1 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.

- 2.3.1.2 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 email sent

to eltsupport@oup.com (for non-US customers) and custserv.us@oup.com (for US customers).

2.3.1.3 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.

2.3.2 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.

## 2.4 PRICE OF PRODUCTS

2.4.1 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 2.4.3 for what happens in this event.

2.4.2 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.

- 2.4.3 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.

## 2.5 HOW TO PAY

- 2.5.1 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](mailto:eltsupport@oup.com).
- 2.5.2 We will charge your debit card, credit card or your account (where you have an account with us) when the Access Code or Code Product is purchased.

## 3. OUR LIABILITY

- 3.1 Subject to clause 3.3 but without prejudice to clause 3.2, 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.
- 3.2 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:
  - 3.2.1 any loss of profit (whether direct or indirect);
  - 3.2.2 any loss of business (whether direct or indirect);
  - 3.2.3 any business interruption (whether direct or indirect);
  - 3.2.4 any loss arising from viruses, Trojans or other harmful elements being introduced into your computer or network (whether direct or indirect);
  - 3.2.5 any loss of business opportunity (whether direct or indirect); and/or
  - 3.2.6 any indirect, consequential or special loss.
- 3.3 OUP's entire liability in contract, tort, negligence or otherwise for damages or other liability (including where access cannot be granted to the Product) shall be the return of the price paid for the Product.
- 3.4 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.

## 4. TERMS SPECIFIC TO USE OF THE PRODUCT

- 4.1 In consideration of the payment by you in full for the Product, OUP grants to you the non-exclusive, non-transferable licence to use the Product as set out below and for the period of access set out in clauses 1.2 and 2.1.
- 4.2 Notwithstanding Clause 4.1, you must not:
  - 4.2.1 sub-license or assign the benefit or burden of the licence set out in Clause 4.1 in whole or in part to anyone;
  - 4.2.2 attempt to duplicate, modify, disclose or distribute any portion of the Product;
  - 4.2.3 print off or copy the Product unless this is expressly permitted within particular screens or documents within the Product.
  - 4.2.4 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of the Product, except as is allowed by any

- applicable law which is incapable of exclusion by agreement between OUP and you;
- 4.2.5 transfer, temporarily or permanently, any rights or obligations under these Terms (save as provided under these Terms);
  - 4.2.6 remove or alter the copyright notices or other means of identification or disclaimers as they appear in any of the Products;
  - 4.2.7 display or distribute any part of the Products on any electronic network, including without limitation the Internet and the World Wide Web, where access is possible by anyone other than you; and/or
  - 4.2.8 permit anyone to access or use any of the Products including any content and material making up those Products.
- 4.3 Recognising the damage to OUP's business which would flow from unauthorised use of the Product, you will:
- 4.3.1 use best endeavours to keep the Product secure from unauthorised use;
  - 4.3.2 log in only under your own user ID and password and not disclose your password to anyone; and
  - 4.3.3 notify OUP immediately of any infringement of this Agreement or abuse of user name or password or if you become aware of any of the following: (a) any loss or theft of password(s); (b) any unauthorised use of any of user ID or password(s); or (c) any breach of the terms of this Agreement.
- 4.4 THE PRODUCT AND CONTENT (INCLUDING DESIGNS) ON THE PRODUCT URL(S) IS PROTECTED BY © COPYRIGHT AND MUST NOT BE USED, DISPLAYED, MODIFIED, ADAPTED, DISTRIBUTED, TRANSMITTED, TRANSFERRED, PUBLISHED OR OTHERWISE REPRODUCED IN ANY FORM BY ANY MEANS OTHER THAN STRICTLY IN ACCORDANCE WITH THIS AGREEMENT.

## **5. LEGAL NOTICE**

- 5.1 The terms of OUP's Legal Notice at <http://global.oup.com/privacy?cc=gb> form part of our Agreement.

## **6. JURISDICTION**

- 6.1 This Agreement shall be interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction.

## **7. WARRANTY**

- 7.1 The Product is provided "as is" and OUP expressly excludes to the maximum extent permitted by law, all other representations, warranties, conditions or other terms, express or implied, including the implied warranties:
- 7.1.1 of non-infringement, satisfactory quality, merchantability and fitness for a particular purpose; and
  - 7.1.2 that the operation of the Product will be uninterrupted or free from errors.

## **8. TERMINATION**

- 8.1 This Agreement may be terminated by OUP immediately upon you breaching any of the terms of this Agreement.
- 8.2 Upon termination of this Agreement, you shall cease using the Product and destroy all copies thereof (including stored copies).

