

NFER TERMS AND CONDITIONS FOR WEBSITE SALES

Terms and Conditions for Online Sales of Products

Definitions

The service is run by the National Foundation for Educational Research (NFER) whose registered office is at The Mere Upton Park, Slough Berkshire SL1 2DQ and whose website is www.nfer.ac.uk/publications. For the purposes of this document NFER is referred to as the 'seller' and people or institutions and organisations buying Products from this website will be referred to as 'customers'. 'International customer' shall mean customer from outside the UK. 'Product' means any item that is offered for sale or order from NFER including but not restricted to any report, publication, digital resource or item of literature, A working day means any day other than Saturdays, Sundays,, Public Holidays in England, and NFER closure periods which are notified on the website from time to time. The terms and conditions do not affect the consumers' statutory rights.

Separate terms and conditions may apply to specific goods or services provided to schools for example NFER Tests. These will be highlighted when ordering that item or service.

Our Contact Details

If you have any questions regarding this service, the Products or an order that you have placed please contact us either by email at products@nfer.ac.uk, by telephone at 01753 637007 (Monday - Friday 08:45-17:15). Alternatively you can fax us 01753 790114 or write to us at Research Operations, NFER, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ

Copyright

All rights, including copyright and intellectual property rights, in the content of these NFER web pages and the Products are owned or controlled for these purposes by NFER.

In ordering and purchasing Products from NFER you agree that you may only use them for your own individual and non-commercial use, for example for internal circulation within a school. You are not permitted to copy, broadcast, download, store (in any medium), transmit, adapt or change in any way the content of the purchased Products for any other purpose whatsoever without the prior written permission of NFER.

For other web content including free downloads, please see NFER's website [Copyright statement](#) which differs to the terms above. ([link to Copyright statement bottom of each page](#))

Validity

By ordering a Product you accept these terms and conditions. The terms and conditions are subject to change at any time, and it is your responsibility to check these terms and conditions before ordering. Reference to any Act or Law includes any amendment or revision that may be introduced from time to time.

Orders

All orders are subject to acceptance and Product availability. Pricing of Products is correct at the time of entering information; however, we reserve the right to change prices without prior notice.

Pricing policy

All Products are sold at the price indicated on the website or in the case of any change to the publicised price, as notified by email at the time of invoicing. VAT is shown where applicable at the time of ordering.

Availability of Goods

Products are usually despatched within 3 working days, but please allow up to 10 working days for delivery. If NFER has insufficient stock to fulfil your order, you will be informed as soon as possible.

Products available on advance order will clearly state an anticipated publication date and payment may be requested at the time of ordering to ensure the reservation of your Product.

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Your undertakings and warranties

You warrant that the information given on your order form is complete and accurate and that you will comply with the copyright and intellectual property rights restrictions advised above. You agree to fully indemnify NFER for any breach of these terms and conditions.

Acknowledgement of Order

When you have completed your order you will be sent an e-mail confirming your order. It will state what the Products are, the cost (including VAT where applicable and P&P) and delivery information. Invoicing details will be sent in a separate email.

Payment Major credit cards are accepted by our transaction agents WorldPay. Payment by invoice can also be requested.

Online payment

Payment for online orders can be made through WorldPay (whose terms and conditions can be found on their website). We do not receive details of your credit/debit cards. Payment is in pounds sterling. VAT if applicable will be added at the time of ordering and will be added during the checkout/payment process.

When you submit details to NFER over the Internet, NFER will keep a record of your personal details for delivery, audit and communication purposes only. We do not share or pass on details to any third party companies or organisations.

Invoicing

At the time of placing your order you can request to receive an invoice instead of paying electronically through WorldPay. In this instance an invoice will be emailed to you and your goods will be despatched on receipt of payment. The minimum value of an order paid via an invoice is £10 (excluding postage, packaging and VAT). Details about how to make payment will be included with your invoice.

UK schools providing a valid DfE number (or equivalent), a valid postcode and a purchase order number will be sent their goods before payment has been received.

Privacy

NFER also has a policy regarding privacy of information and cookies and recognises the concern of our customers regarding privacy of information. All information you give to NFER is stored securely, and is not accessible to other users. Any information you give to NFER will not be distributed to any other company or organisation unless you give us your express consent.

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). We collect information about you for two reasons: firstly, to process your order and secondly, to provide you with the best possible service. We will not pass your information to a third party unless you have given us your consent. We do not hold details of your credit/debit cards. Financial transactions made online are handled by our agents WorldPay.

The type of information we will collect about you includes:

- your name
- role/job title
- contact, delivery and invoicing addresses
- phone number
- email address
- items ordered
- order value

We will endeavour to ensure the information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. If you find any inaccuracies, we will delete or correct it within 14 days.

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The personal information which we hold will be held securely in accordance with our internal security policy and the law. NFER does not transfer your information outside the EEA (European Economic Area). If we intend to do this, we will always obtain your consent first. More information on our privacy policy can be found [here](http://www.nfer.ac.uk/nfer/publications/terms/en/privacy-statement.cfm): <http://www.nfer.ac.uk/nfer/publications/terms/en/privacy-statement.cfm>.

We may use technology to track the patterns of behaviour of visitors to our site and to enable transactions. This can include using a "cookie" which would be stored on your computer. Further information about our use of cookies can be found [here](http://www.nfer.ac.uk/nfer/cookies.cfm). <http://www.nfer.ac.uk/nfer/cookies.cfm> [Link to Cookie statement at bottom of home page.](#)

If you have any questions/comments about privacy, you should contact us email us at products@nfer.ac.uk, by telephone at 01753 637007 (Monday - Friday 08:45-17:15). Alternatively you can fax us 01753 790114 or write to us at Research Operations, NFER, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ

Delivery of products

Digital products, for example PDFs, will be delivered to the billing email address provided. Printed copy can be delivered to a separate delivery address entered during the purchasing process.

Postage Charges

Standard Postage and Packing is calculated during the checkout process. Products are sent by Royal Mail or Courier depending on the size of your order which is calculated by height and weight. Postage prices **start** from £3.50 for UK orders. If there should be a need to increase this charge at the time of despatch, for example but not limited to changes in postal charges, your location or size of your order, you will be advised by email prior to despatch.

Overseas orders

When ordering Products from NFER for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from NFER, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the Products. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

If your order weighs over 15 kilogrammes, standard postage costs will not apply and we will request that you contact us to arrange a cost effective delivery method. You will be notified of this during the purchasing process. Your order details will be stored but payment will not be taken and goods will not be despatched until you have contacted us.

Standard postage costs do not apply to Cambodia, Canada and the Republic of Ireland and we will request that you contact us to arrange a cost effective delivery method. You will be notified of this during the purchasing process. Your order details will be stored but payment will not be taken and goods will not be despatched until you have contacted us.

Returns

Your statutory rights as a consumer are not affected if, for any reason, you wish to return a Product bought from NFER.

This policy applies to all our Products delivered in hard copy/physical format. Please note that we are unable to accept cancellation of, returns or refunds for, digital items once downloading has commenced.

Cancellations: Your right to cancel

Please email notice of cancellation within 7 working days of receipt of your Product to products@nfer.ac.uk stating your reason for returning the Product. After cancelling your order you should arrange for the goods to be returned to:

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Research Operations - Publications, NFER, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ.

We will give you a full refund (excluding postage charges) within a maximum period of 30 days from our receipt of the returned Product. Please note that the Products must be returned to us at your cost and in a re-saleable condition. In the event that the goods are returned damaged or not fit for resale, an administration charge will be applicable depending on the severity of the damage.

Returns

If the Products are being returned because they are not what was requested, are faulty or have been damaged in transit, we will either replace the Product or refund the cost of the Product and where applicable the cost of return by second class post. Should you feel it necessary to use another means of returning the Products please contact us before doing so in order to ensure that your costs will be reimbursed. If you are cancelling because of any problem with the Products, please notify us of the problem at the time of cancellation. In these circumstances you have 30 days from receipt of the goods to return them, your refund or replacement will then be processed. In circumstances outside of those mentioned above refunds will be at the discretion of NFER. Please note that your statutory rights are not affected. This returns policy is separate and additional to our cancellation policy detailed above.

Force majeure

NFER shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond its reasonable control.

Limitation of Liability

Subject to any relevant consumer protection legislation including our obligation under the Consumer Protection (Distance Selling Regulations) to give you a refund, if you cancel your contract, if we do not perform the contract within 30 days or other agreed timescale our liability for any breach of these terms and conditions or any other liability that may arise from this contract shall be limited to the value of the goods ordered by you in the relevant transaction.

Safe Shopping - secure guarantee

NFER places great importance on maintaining the security of the information that you provide and for this reason we use advanced Internet security systems to safeguard your data. All financial transactions are processed through our agents WorldPay. We **do not** receive or hold your credit/debit card details.

Invalidity of Terms and Conditions

If for any reason part of these terms and conditions is unenforceable, the validity of the remaining terms and conditions shall not be affected.

Governing Law and Jurisdiction

Contracts between you and NFER shall be governed by English Law and you and NFER submit to the exclusive jurisdiction of the English courts.

Thank you for your order.

Previous terms and conditions for sales

A list of dated PDFs will be included here.