



Merchandise Terms and Conditions

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Our terms

1 These terms

- 1.1 What these terms cover. These are the terms and conditions on which we supply our online merchandise to you via the Nexus online shop (<https://www.sales.nexus.org.uk/>) These terms and conditions do not apply to our ticketing products including but not limited to Great North Run wristbands or payment for an Under 16 Pop card. Terms and conditions for our ticketing products can be found at <https://www.nexus.org.uk/ticket-and-product-terms-use>.
- 1.2 Why you should read them. Please read these terms carefully before you submit your order to us. You will be required to accept these terms and conditions in order to complete the ordering process on <http://www.sales.nexus.org.uk/> These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms [or require any changes], please contact us to discuss. If you do access the website, and/ or place an order, by doing so you agree to be bound by the terms and conditions as set out below.

2 Information about us and how to contact us

- 2.1 Who we are. We are Tyne and Wear Passenger Transport Executive trading as Nexus a statutory corporation whose registered office is at Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX. VAT number 176720058.
- 2.2 How to contact us. You can contact us by telephoning our customer service team at 0191 2020747 or by writing to us at Customer Services, Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX or by contacting us at [nexus.org.uk/contactus](https://www.nexus.org.uk/contactus).
- 2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3 Our contract with you

- 3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of

stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

- 3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.
- 3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not deliver to addresses outside the UK.

4 Our products

- 4.1 Products may vary slightly from their pictures. The images of the products on our website are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images although we are under a legal duty to supply goods that are in conformity with the contract. Although we have made every effort to be as accurate as possible, because our products are handmade, all sizes, weights, capacities, dimensions and measurements indicated on our website have a 2% tolerance.
- 4.2 Product packaging may vary. The packaging of the product may vary from that shown in images on our website.

5 Your rights to make changes

If you wish to make a change to the product you have ordered please contact us (see clause 2.2). We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8- Your rights to end the contract).

6 Our rights to make changes

- 6.1 Minor changes to the products. We may change the product:
 - (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of the product.

7 Providing the products

- 7.1 Delivery costs. The costs of delivery will be as displayed to you on our website.
- 7.2 When we will provide the products. During the order process we will let you know when we will provide the products to you. If the products are goods we will deliver them to you as soon as reasonably possible and in any event within 30 days after the day on which we accept your order.
- 7.3 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 7.4 Your legal rights if we deliver goods late. You have legal rights if we deliver any goods late. If we miss the delivery deadline for any goods then you may treat the contract as at an end straight away if any of the following apply:
- (a) we have refused to deliver the goods;
 - (b) delivery within the delivery deadline was essential (taking into account all the relevant circumstances); or
 - (c) you told us before we accepted your order that delivery within the delivery deadline was essential.
- 7.5 Setting a new deadline for delivery. If you do not wish to treat the contract as at an end straight away, or do not have the right to do so under clause 7.4, you can give us a new deadline for delivery, which must be reasonable, and you can treat the contract as at an end if we do not meet the new deadline.
- 7.6 Ending the contract for late delivery. If you do choose to treat the contract as at an end for late delivery under clause 7.7 or clause 7.4, you can cancel your order for any of the goods or reject goods that have been delivered. If you wish, you can reject or cancel the order for some of those goods (not all of them), unless splitting them up would significantly reduce their value. After that we will refund any sums you have paid to us for the cancelled goods and their delivery. If the goods have been delivered to you, you must either return them in person to where you bought them, post them back to us or (if they are not suitable for posting) allow us to collect them from you. We will pay the costs of postage or collection. Please call customer services on 0191 2020747 or contact us at nexus.org.uk/contactus for a return label or to arrange collection.

- 7.7 When you become responsible for the goods. A product which is goods will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collect it from us.
- 7.8 When you own goods. You own a product which is goods (for example a tea towel) once we have received payment in full.
- 7.9 Reasons we may suspend the supply of products to you. We may have to suspend the supply of a product to:
- (a) deal with technical problems or make minor technical changes;
 - (b) update the product to reflect changes in relevant laws and regulatory requirements;
 - (c) make changes to the product as requested by you or notified by us to you (see clause 5 and 6).
- 7.10 Your rights if we suspend the supply of products. We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

8 Your rights to end the contract

- 8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:
- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or to get some or all of your money back), see clause 10;
 - (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2; and
 - (c) If you have just changed your mind about the product, see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions and you will have to pay the costs of return of any goods.
- 8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the product or these terms which you do not agree to (see clause Error! Reference source not found.);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (see clause 7.4)).

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

8.4 Our goodwill guarantee. Please note, these terms reflect the goodwill guarantee offered by Nexus of Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX to its UK customers, which is more generous than your legal rights under the Consumer Contracts Regulations in the ways set out below. This goodwill guarantee does not affect your legal rights in relation to faulty or misdescribed products (see clause 10.2):

Right under the Consumer Contracts Regulations 2013	How our goodwill guarantee is more generous
14 day period to change your mind.	28 day period to change your mind.

8.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) products sealed for health protection or hygiene purposes, for example face coverings, once these have been unsealed after you receive them;
- (b) any products which become mixed inseparably with other items after their delivery.

8.6 How long do I have to change my mind? How long you have depends on what you have ordered and how it is delivered. Have you bought goods (for example, a tea towel, pencil case or coaster)?, if so you have 28 days after the day you (or someone you nominate) receives the goods, unless your goods are split into several deliveries over different days. In this case you have until 28 days after the day you (or someone you nominate) receives the last delivery to change your mind about the goods.

9 How to end the contract with us (including if you have changed your mind)

- 9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:
- (a) Phone or email. Call customer services on 0191 2020747 or contact us at [nexus.org.uk/contactus](https://www.nexus.org.uk/contactus). Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) Online. Complete the form <https://www.nexus.org.uk/merchandise-cancellation-form> on our website.
 - (c) By post. Print off the form <https://www.nexus.org.uk/merchandise-cancellation-form> and post it to us at the address on the form. Or simply write to us at that address, including details of what you bought, when you ordered or received it and your name and address.
- 9.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them you must post them back to us at Customer Services, Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX within 14 days of telling us you wish to end the contract. Please call customer services on 0191 2020747 or contact us at [nexus.org.uk/contactus](https://www.nexus.org.uk/contactus) for a return label. If you are exercising your right to change your mind you must send off the goods, in their original condition (unopened and with any seals and shrink wrap intact) within 14 days of telling us you wish to end the contract.
- 9.3 When we will pay the costs of return. We will pay the costs of return:
- (a) if the products are faulty or misdescribed;
 - (b) if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.
- In all other circumstances (including where you are exercising your right to change your mind) you must pay the costs of return.
- 9.4 How we will refund you. We will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.

- 9.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:
- (a) We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the goods, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.
 - (b) The maximum refund for delivery costs will be the costs of delivery by the least expensive delivery method we offer. For example, if we offer delivery of a product within 3-5 days at one cost but you choose to have the product delivered within 24 hours at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.
- 9.6 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then:
- (a) If the products are goods and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the product back from you or, if earlier, the day on which you provide us with evidence that you have sent the product back to us. For information about how to return a product to us, see clause 9.2.
 - (b) In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

10 If there is a problem with the product, for example if it is faulty or misdescribed

- 10.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0191 2020747 or write to us at nexus.org.uk/contactus or Customer Services, Nexus House, St James' Boulevard, Newcastle upon Tyne, NE1 4AX.
- 10.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

If your product is goods, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a) Up to 30 days: if your goods are faulty or misdescribed, then you can get an immediate refund.
- b) Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c) Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

See also clause 8.3.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

10.3 Your obligation to return rejected products. If you wish to exercise your legal rights to reject products you must post them back to us. We will pay the costs of postage. Please call customer services on 0191 2020747 or email us at nexus.org.uk/contactus for a return label or to arrange collection.

11 Price and payment

11.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We use our best efforts to ensure that the price of the product advised to you is correct. However please see clause 11.3 for what happens if we discover an error in the price of the product you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

- 11.4 When you must pay and how you must pay. We accept payment by VISA, Electron, Master Card, Maestro or Cirrus. We are unable to accept any other cards, cheques, cash or postal orders for website orders through the post. Once payment has been taken your order will be deemed successfully completed. Prior to payment being taken your order can be cancelled at any point.

12 Our responsibility for loss or damage suffered by you

- 12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at clause 10.2 and for defective products under the Consumer Protection Act 1987.
- 12.3 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13 How we may use your personal information

- 13.1 How we may use your personal information. Nexus and its service providers will use your personal information for the purpose of administering and fulfilling your order and handling any related feedback, complaints or concerns. Your personal information will be properly safeguarded and processed in accordance with the requirements of privacy and data protection legislation. Further information about how we handle your personal information is available at <https://www.nexus.org.uk/privacy-policy>.

14 Other important terms

- 14.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract

within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

- 14.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree. However, you may transfer our guarantee at clause 8.4 to a person who has acquired the product or, where the product is services, any item or property in respect of which we have provided the services. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant item or property.
- 14.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms, except as explained in clause 14.2 in respect of our guarantee. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 14.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 14.7 Complaints Handling Process. If you are dissatisfied with any aspect of the Service, please in the first instance contact Nexus Customer Services by telephoning 0191 2020747 or writing to nexus.org.uk/contactus. We aim to acknowledge any complaint made through the website or by email within 5 working days, and to conclude our investigations as soon as possible thereafter. Telephone complaints will not necessarily be acknowledged by

email prior to investigation. A likely timescale for resolution will be provided upon request, but this timescale will be dependent upon the specific nature of the complaint.