



Young Enterprise

Trading Station

Terms and Conditions

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING TRADING STATION**

Last updated: 16th September 2020

SUMMARY

- These terms and conditions govern your use of our Trading Station platform available at www.ye-tradingstation.org.uk, which is operated by Young Enterprise.
- We are not an ecommerce store and we do not own the rights to any products and services listed on Trading Station. The products and services listed on Trading Station are provided by students that partake in our Young Enterprise program.
- The students form groups that operate under a trading name. Such groups are trading as unincorporated associations.
- Trading Station provides a platform for enabling direct and, independent contact, communication and engagement between student groups that partake in our Young Enterprise program and customers.
- Customers which are interested in any products or services listed on Trading Station, can submit an order request which will be forwarded to the relevant student group who will contact the customer in relation to the purchase and sale of such products and services. If a customer decides to purchase the products and/or services and the student group agrees to accept this, then the student group and customer will contract directly for the purchase, sale and supply of those products and/or services and we will not be a party to any contracts for the purchase, sale or supply of such products and/or services.
- We may terminate or suspend your right to use Trading Station at any time and you may close your account at any time. This will not affect any existing contracts for the purchase, sale and supply of products and services that you may have entered into at the time your right to use Trading Station is terminated or suspended or your account is closed.
- We limit our liability for loss or damage suffered by you.
- If you wish to contact us or have a complaint about any aspect of our service, or you are a customer and wish to complain about any product or service purchased from a student group, you should contact us at ye-tradingstation@y-e.org.uk.

Our platform available at www.ye-tradingstation.org.uk ("**Trading Station**") is operated by Young Enterprise, a charity registered in England and Wales ("**we**", "**us**", "**our**"). We are an educational charity which engages with young people to harness their personal and business skills and to encourage enterprise.

Our charity registration number is 313697 and our registered office is at the Coram Campus, 41 Brunswick Square, London, WC1N 1AZ. We are regulated by the Charity Commission.

Trading Station is a platform for enabling direct and independent contact, communications and engagement between student groups partaking in our Young Enterprise program (each member being "**Students**") and seeking to provide their products ("**Products**") and services ("**Services**"), and customers seeking to purchase such Products and/or Services ("**Customer**").

1. These Terms and Conditions

1.1 These Trading Station Terms and Conditions set out the terms and conditions which apply to your registration for and/or use of Trading Station to seek to purchase, sell or supply any Products or Services, whether you are a Student or a Customer.

1.2 You must read these terms and conditions carefully before you register for or use Trading Station to seek to purchase, sell or supply any Products or Services as these terms and conditions form a legal contract between you and us and contain important details about your and our legal rights and obligations.

1.3 By registering for and/or using Trading Station to seek to purchase, sell or supply Products or Services, you confirm that you have read these terms and conditions, and that you agree to be bound by them. If you do not agree to comply with these terms and conditions then you must not register for or use Trading Station.

1.4 We recommend that you print a copy of these terms and conditions for future reference. These terms and conditions are subject to change at any time, effective upon posting on Trading Station. The use of Trading Station after such posting will constitute your acceptance of and agreement to such changes. Therefore, you should frequently review these terms and conditions to see if they have changed. If there is any part of these terms and conditions that you do not understand, please ask us for clarification.

1.5 Trading Station is also made available in accordance with and subject to the following:

- (a) our [Trading Station Website Terms of Use](#), which sets out the general website terms of use which apply to access to or use of our site on which Trading Station is accessible;
- (b) our [Trading Station Acceptable Use Policy](#), which sets out the permitted uses and prohibited uses of our site and Trading Station;
- (c) our [Trading Station Privacy Notice](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us; and
- (d) our [Trading Station Cookies Policy](#), which sets out information about the cookies on Trading Station,

each of which you acknowledge and agree will also apply to your registration for and use of Trading Station.

2. About Trading Station

2.1 We do not operate as an ecommerce store or as a retailer and we do not purchase Products or Services from Student groups nor sell or supply Products or Services to Customers. The Products and Services listed on Trading Station are provided by Student groups partaking in the Young Enterprise programmes. Trading Station solely provides a means for such Student groups to list their Products and Services and for Customers to engage with Students to arrange for sale,

performance, delivery and payment of such Products and Services. Student groups and Customers using Trading Station contract directly with each other for the purchase, sale and supply of Products and Services. We are merely a passive conduit for the online distribution and publication of information.

3. Using Trading Station as a Student

3.1 If you are a Student you must create an account for Trading Station. We reserve the right to refuse your application for registration of an account for Trading Station at our sole discretion and without any requirement on our part to give a reason.

3.2 We will require your name, email, phone number and other information we request to be able identify you as part of the registration process and may undertake checks on you via third party services as part of the registration process or at any time thereafter. You agree to provide us with such proof of identity and other information as we may request from time to time, including as part of the account registration process. See our [Trading Station Privacy Notice](#) for more information about how we use your information.

3.3 To access your account on Trading Station, you will need your account and password details. You are responsible for keeping those account details confidential and will be responsible for all activity undertaken under your account. You must not disclose these account details to any third party. If you have concerns about your account details or password or know or suspect that anyone other than you knows your account details or password, you must promptly notify us at ye-tradingstation@y-e.org.uk.

3.4 We will notify you of any order request from a Customer and an automated order confirmation will be generated by Trading Station. It is up to you to decide whether you accept or reject an order from the Customer in your absolute discretion. We will provide you with the ability to contact the Customer so you can confirm whether the order is accepted or rejected. Customers have absolute discretion whether or not to order Products and/or Services.

3.5 If you accept an order from a Customer, you will be able to generate an invoice on behalf of your Student group and send this to the Customer, It is your responsibility to provide the Customer with further relevant information (such as delivery arrangements and payment instructions). You are responsible for confirming all arrangements for the delivery of Products or performance of the Services with the Customer, and for entering into any contracts with the Customer. You should make sure that you have agreed with the Customer the terms on which you are contracting for the provision of Products and/or Services in each instance.

3.6 We are not party to any contracts for the purchase of Products and/or Services. You must comply with the terms of any agreed purchase of Products and/or Services with a Customer.

4. Using Trading Station as a Customer

4.1 If you are a Customer you will not be required to create an account. You will be able to search for Products and Services listed by Student groups on Trading Station and submit order requests via Trading Station.

4.2 When you submit an order request via Trading Station, you will be required to provide your name, email, phone number and such other information as reasonably required for the relevant Student group to be able to contact you in relation to your order. You agree to provide us with such proof of identity and other information as we may request from time to time, including as part of the order request process. See our [Trading Station Privacy Notice](#) for more information about how we use your information.

- 4.3 We will notify the relevant Student group of your order request and you will receive an automated order confirmation. It is up to the Student group to decide whether to accept or reject your order in its absolute discretion. The Student group may contact you via the contact details submitted in your order request to confirm whether your order is accepted or rejected. You have absolute discretion whether or not to order Products and/or Services.
- 4.4 If your order is accepted by the relevant Student group, you will receive an invoice on behalf of the Student group and the Student group will provide you with further relevant information (such as delivery arrangements and payment instructions). You are responsible for confirming all arrangements for the delivery of Products or performance of the Services with the Student group, and for entering into any contracts with the Student group. You should make sure that you have agreed with the Student group the terms on which you are contracting for the sale and supply of Products and/or Services in each instance.
- 4.5 We are not party to any contracts for the sale or supply of Products and/or Services. You must comply with the terms of any agreed sale and supply of Products and/or Services with the relevant Student group.
- 4.6 If a Student group cancels your order, does not fulfil your order or there is otherwise a problem with the Products or Services purchased, you must inform us immediately by writing to us at ye-tradingstation@y-e.org.uk, however we shall not have any liability to you in such event and clause 10 shall apply at all times in respect of our liability.

5. Responsibilities and safety

We are not responsible for the conduct, whether online or offline, of any Students or Customers, or for anything which is done or not done by Students or Customers, unless expressly set out in these terms and conditions.

6. Prices and payment

- 6.1 All amounts stated on Trading Station for Products and Services will be inclusive of VAT.
- 6.2 We do not accept any payments or transactions on or via Trading Station. Where an order placed via Trading Station is accepted, the Student group will provide the Customer with the relevant payment instructions. As part of the Young Enterprise program, Student groups are required to set-up a dedicated bank account for the purposes of receiving payments for the Products and Services. Any payment methods for Products and Services shall be agreed between the Customer and the relevant Student group. We are not involved in the process of making payment from Customers to Student groups. Students must not provide the details for, or accept payment into, any account other than their Student group's dedicated bank account.
- 6.3 Any dispute regarding payment of the price agreed for a Product and/or Service will ultimately be between the Student group and the Customer and we may provide assistance in relation to this dispute or suggest a third party to help mediate or resolve the issue.

7. Termination or suspension of your account

- 7.1 We may terminate or suspend your right to use Trading Station and, where applicable, close your account, at any time for any or no reason without notice, and termination will be effective immediately. We will try to give you reasonable notice of any termination or suspension. If you are a Student you may close your account at any time by following the instructions on Trading Station. Upon closing your account your right to use Trading Station shall cease.

7.2 Even after your right to use Trading Station is terminated or suspended or, where applicable, your account is closed, these terms and conditions will remain enforceable against you.

7.3 Termination or suspension of your right to use Trading Station or, where applicable, closure of your account, shall not affect any existing contracts for the purchase, sale and supply of Products and Services that you may have entered into at the time your right to use Trading Station is terminated or suspended or, where applicable, your account is closed.

8. Rules for use of Trading Station

8.1 Our [Trading Station Acceptance Use Policy](#) sets out details regarding what you can and cannot do on Trading Station, including in relation to listings of Products and Services. You must comply with our Trading Station Acceptable Use Policy at all times when using Trading Station.

8.2 You acknowledge that, despite the purchase, sale and supply of Products and Services being directly between the Student group and Customer, where we consider that any purchase, sale or supply of Products and Services through Trading Station breaches the restriction set out in our Trading Station Acceptable Use Policy, any such sale shall be null and void and deemed cancelled.

9. Our relationship

9.1 We provide a platform which allows Students participating in the Young Enterprise program to connect with Customers. We are not the employer of any Students and nor do we purchase, sell or supply any Products or Services via Trading Station. You acknowledge that we do not supervise, direct or control any Students or Student groups, or the Products or Services they list on Trading Station, or any Customers.

9.2 You acknowledge that any agreement for the purchase and sale of Products and Services ordered via Trading Station shall constitute a contract between the relevant Student group and Customer and you acknowledge that Students and Student groups are not employees, joint ventures, partners, agents, or franchisees of ours for any purpose whatsoever.

10. Our responsibility for loss or damage suffered by you

10.1 Nothing in these terms and conditions excludes or limits our liability in case of fraud, fraudulent misrepresentation or gross negligence, for death or personal injury arising from our negligence, or any other liability that cannot be excluded or limited by English law.

10.2 Subject to clause 10.1, we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable, arising under or in connection with:

- a. purchase or sale of, or use of, or inability to use any Product;
- b. purchase or sale of, or use of, or inability to use any Service;
- c. use of, or inability to use, our Trading Station; or
- d. use of, or reliance on, any content, materials or information on Trading Station.

10.3 Subject to clause 10.1:

- a. we exclude all implied conditions, warranties, representations or terms that may apply to Trading Station or any content, materials or information on it; and

- b. we shall not be liable to you for:
- (i) any indirect, consequential, special or punitive loss, damage, costs and expenses;
 - (ii) loss of profit;
 - (iii) loss of business;
 - (iv) loss of reputation;
 - (v) depletion of goodwill; or
 - (vi) loss of, damage to or corruption of data.
- 10.4 Subject to clause 10.1, we do not accept any liability for any consequences of your dealings with Students, Customers and other users of Trading Station, including but not limited to any loss, damage or harm to persons or property caused by users of Trading Station, including anyone with whom you share information, irrespective of how, where or in what form this occurs.
- 10.5 Subject to clause 10.1, for any loss or damage suffered by you or anyone else that may arise from use of Trading Station and which is not otherwise excluded under these terms and conditions, our liability is limited to £100.
- 10.6 Use of Trading Station is entirely at your own risk. Trading Station is provided on an "as is" basis without warranties of any kind, either express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose and non-infringement. You acknowledge that use of Trading Station will not be uninterrupted or error free.

11. Questions or complaints about Trading Station

If you have any questions, comments or complaints about any aspect of Trading Station or our service you should contact us at ye-tradingstation@y-e.org.uk or write to us at Young Enterprise, Coram Campus, 41 Brunswick Square, London, WC1N 1AZ. We will aim to respond to any complaint as soon as possible after we have received it.

12. Other important terms

- 12.1 We may transfer our rights and obligations under these terms and conditions to another organisation. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.
- 12.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms. 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 and conditions.
- 12.3 These terms and conditions and any other documents referred to in them constitute the entire agreement between you and us and supersede and extinguish all other agreements, representations and understandings between you and us, whether written or oral, relating to their subject matter.
- 12.4 Each of the clauses of these terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

- 12.5 If we do not insist immediately that you do anything you are required to do under these terms and conditions, 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 from taking steps against you at a later date.
- 12.6 These terms and conditions are governed by English law. Both you and us agree that any proceedings brought under these terms and conditions will be subject to the non-exclusive jurisdiction of the English courts.