

General Terms & Conditions of Business and Website Use (v2.2 14.06.14)

This page (together with the documents referred to on it) tells you ("**you**" means the individual using the Website) the terms and conditions on which we supply any of the CIPS products and services (**Products**) listed on our website www.cips.org (**Website**) to you. Please read these terms and conditions carefully and make sure that you understand them, before ordering any Products from Website. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions and the specific individual Product terms and conditions listed below (hyperlinks available).

You should print a copy of these terms and conditions for future reference.

Please click on the button marked "I Accept" at the end of these terms and conditions if you accept them.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Products from our Website.

Information about us

www.cips.org is a site operated by The Chartered Institute of Purchasing and Supply ("**CIPS**", "**We**" "**Our**" or "**Us**"). We are an organisation incorporated under Royal Charter and we are also a registered Charity, number 1017938. CIPS Services Limited is a wholly-owned subsidiary company of CIPS, registered in England and Wales under company number 2610367. Our main trading address is Easton House, Church Street, Easton on the Hill, Stamford, Lincolnshire, PE9 3NZ. Both organisations operate under a group VAT registration number: 3426 489 42.

These terms and conditions, incorporating the additional terms and conditions for our Bookshop, Training & Events, Membership, CIPS Learning Academy and Assessments, to which links are provided below, tell you the terms of use on which you may make use of this Website whether as a guest or a member of CIPS. Please read these terms and conditions carefully before you start to use the Website.

For terms and conditions relating to CIPS Products please click on the relevant link below:

- [Assessments](#)
- [Bookshop](#)
- [Membership](#)
- [Learning Academy](#)
- [Training & Events](#)
- [Events](#)
- [Chartered Status](#)

Contracts for the supply of individual Products made through our Website or as a result of visits made by you are governed by our specific Product terms and conditions listed above, but are to be read in conjunction with these terms and conditions.

1. Governing law

These terms and conditions shall be governed by and construed in accordance with the laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

2. Access

You are provided with access to this Website in accordance with these terms and conditions and any orders, bookings, registrations or other general use of the Website is strictly in accordance with these terms and conditions.

Access to this Website is permitted on a temporary basis, and we reserve the right to modify or withdraw, temporarily or permanently, this Website (or any part thereof) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website. We will not be liable if for any reason the Website is unavailable at any time or for any period. Some parts of our Website are restricted to use by members of CIPS only.

3. Transactions concluded through the Website

Contracts for the supply of goods or services formed through this Website are governed by these terms and conditions together with the specific terms and conditions relating to the goods or services in question. Links to such additional terms and conditions can be found at the top of this page.

If payment is made via a credit card or charge card, a non-refundable 2% fee will be added at the payment stage. The amount is not capped and there is no minimum charge. Fees will not be charged for payment via debit cards, direct bank transfer, bankers draft or cheques.

4. Compensate against loss suffered

You agree fully to compensate for loss sustained, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of this Website, or the use by any other person accessing the Website using your membership account and/or your personal information.

5. Registration

You warrant that:

- you are at least 18 years old;
- you are legally capable of entering into binding contracts;
- the personal information which you are required to provide when you register as a member or customer of CIPS is true, accurate, current and complete in all respects;
- you will notify us immediately of any changes to the Personal Information by contacting our Customer Service Team by e-mail, or telephone on +44 (0) 1780 756777 between 9am-5pm; and
- you agree not to impersonate any other person or entity or to use a false name or a name that you are not authorised to use.
- you will not share your user name and password with any other person or with multiple users on a network.

6. Our Rights

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Product (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within fourteen working days of receipt by you of the Products).

It is your responsibility to check regularly to determine whether these terms and conditions have been changed. We will not use this right to vary the terms of any term which may materially affect the contract. If you do not agree to any change to these terms and conditions then you must immediately stop using the Website

The content of this site and content of sites linked to and from this site are provided 'as is' and 'as available', without warranties of any kind. CIPS does not accept any liability arising from any inaccuracy or omission in the information or interruption in availability. Any error or omission in any information, or document issued by us shall be subject to correction provided that the correction does not materially affect the contract. You are advised to verify the accuracy of any information before relying on it. CIPS does not warrant that the materials will be error free, nor free of viruses, defamatory, offensive, or other harmful matter. You assume the entire cost of any necessary service, repair, or correction that you may incur as a result of using this Website.

The information on this Website does not necessarily reflect the views and opinions of CIPS. Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

Under no circumstances shall CIPS, its affiliates, agents and suppliers be liable for any damages arising out of the use or inability to use the materials in this site or any linked site, even if we are advised of the possibility thereof, nor for any claim by a third party. However, nothing in these terms and conditions shall restrict or exclude any liability that we have to any party which cannot be excluded by law.

You agree to use this site for lawful purposes only and not in any way that might infringe third party rights or that might bring CIPS into disrepute. When using our site, you must comply with the provisions of our acceptable use policy.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

7. Copyright and Trade Marks

CIPS, The Chartered Institute of Purchasing & Supply and its logo are all registered trademarks of CIPS.

We are the owner or the licensee of all intellectual property rights in this Website, and of the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal reference and you may draw the attention of others within your organisation to material posted on our Website. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged. You must not use any part of the materials on our Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms and conditions, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. Acceptable Use Policy

To view our Website Acceptable Use Policy, [click here](#).

9. Viruses, hacking and other offences

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it.

10. Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our Website Acceptable Use Policy.

11. Links from the Website

Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

12. Privacy policy

We process information about you in accordance with our [privacy policy](#). By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

13. Data Protection Notice

If you are registered with CIPS, we will hold your contact details on our database. Your data will never be sold or released to a third party to use for their own purposes. CIPS will retain your data and will use it only to communicate with you on CIPS-related issues and to provide information that may be of use to you for the future. Details of the CIPS Code of Practice and Security Statement for Data Protection can be seen on the CIPS Website. You may also obtain a hard copy from a member of the Customer Services Team. CIPS commits that its policy and security statement on Data Protection applies equally to members and non-members

14. Our liability regarding your purchase of goods and services

- a. Subject to clause 14(b), if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the products or services which you have bought from CIPS, 12 months and, subject to clause 14(b), any losses that you suffer as a result of our failure to comply (whether arising in contract, tort (including negligence), breach of statutory duty or otherwise) which are a foreseeable consequence of such failure.
- b. Subject to clause 14(c), we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
 - loss of income or revenue;
 - loss of business;
 - loss of profits;
 - loss of anticipated savings;
 - loss of data; or
 - waste of management or office time.

However, this clause 14.b) will not prevent claims for loss of or damage to your tangible property that are foreseeable or any other claims for direct loss that are not excluded by the categories inclusive of this clause 14(b).

- c. Nothing in this agreement excludes or limits our liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
- defective products under the Consumer Protection Act 1987;
- any deliberate breaches of these terms and conditions that would entitle you to terminate the Contract; or
- any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

15. Our liability regarding your use of the Website

Whilst every effort is taken to ensure the accuracy and integrity of all information displayed, the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, CIPS hereby expressly excludes:

- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and

for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This clause does not seek to exclude our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

16. Events outside our control.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“**Force Majeure Event**”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- strikes, lock-outs or other industrial action;
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- impossibility of the use of public or private telecommunications networks;
- the acts, decrees, legislation, regulations or restrictions of any government; and
- pandemic or epidemic.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. Waiver

If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing to our Registered Office (see clause 20).

18. Severance

If any part of these terms and conditions is found to be unenforceable as a matter of law, the enforceability of any other part of these terms and conditions will not be affected.

19. Statutory Rights

These terms and conditions are in addition to your statutory rights as a consumer, which remain unaffected.

20. CIPS Contact Details

Registered Office

The Chartered Institute of Purchasing and Supply
Easton House
Church Street
Easton on the Hill
Stamford
Lincolnshire
PE9 3NZ

Tel: +44 (0)1780 756777

Fax: +44 (0)1780 751610

www.cips.org

VAT registration no: 342-6489-42

Registered charity number: 1017938

Office opening hours: 9.00am to 5.00pm, Monday to Friday

Customer Response Centre

CIPS
Customer Response Centre
PO Box 9156
Adamsway

Mansfield
Nottinghamshire
NG18 8DS

Phone: +44 (0) 845 880 1188

Fax: +44 (0) 845 880 1187

Email: crc@cips.org

Opening hours: 8.30am to 5.30pm, Monday to Friday

Email contact details

For bookshop enquiries: bookshopinfo@cips.org

For membership enquiries: customer.services@cips.org

For training & events and Learning Academy enquiries: training@cips.org

For qualifications & assessments enquiries: assessment.team@cips.org