

SECTION E – LEARNING RESOURCES (BOOKSHOP)

SPECIFIC TERMS

This section relates to the supply of CIPS study materials and procurement and supply chain books from leading experts designed to support both consumer students and business customer delegates with their study.

These specific terms are subject to the general terms set out in Section A. The defined terms in Section A have the same meanings where used in this Section E.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Section E the following words and expressions have the following meanings unless inconsistent with the context:

“Digital Product”	all digital books, digital eLearning and digital files provided to the Customer by the Supplier.
“Hard-Copy Product”	all hard-copy books and study guides provided to the Customer by the Supplier.
“International Order”	A Product which is delivered across a country border.
“Order”	the Customer's order for the Products, as set out in the online order confirmed by the Customer. Customer's purchase order form.
“Order Number”	the unique number given to a Customer's Order and confirmed in writing to the Customer.
“Products”	the products (or any part of them) set out in the Order, including but not limited to Digital Products and Hard Copy Products.
“System Requirements”	specifically related to the use of eBooks and eLearning whereby Customer's systems requirements are specified on the product pages on the Supplier's website.
“Website”	the Supplier's website https://www.cips.org/ including any mobile version.

2. Products

2.1 The Customer acknowledges that Products may vary slightly from those images displayed on the Supplier's website for reasons including but not limited to the publisher of the Product implementing a change to the appearance of the Product.

2.2 The Customer acknowledges that the packaging of the product may vary from that shown in images on the Supplier's website.

3. The Supplier's contract with the Customer

- 3.1 If the Supplier is unable to accept the Customer's order, the Customer will be informed of the reason for this in writing and will not charge the Customer for the product. This might be because the Product is out of stock, because of unexpected limits on the Supplier's resources which it could not reasonably plan for, because it has identified an error in the price or description of the Product, because it is unable to meet a delivery deadline the Customer has specified or if the Supplier suspects that a potentially fraudulent Order has been made.
- 3.2 The Supplier will assign an Order Number to the Customer. The Customer should always quote the Order Number when contacting the Supplier about the Order.

4. Payment

- 4.1 Full payment for Hard-Copy Products is taken prior to despatch.
- 4.2 Full payment for Digital Products is taken prior to any Digital Products being made available for download.
- 4.3 The Customer acknowledges and agrees that Additional Charges may be applicable to some Products and, to enable delivery of the Products, payment of any such Additional Charges must be made by the Customer to the relevant payee.

5. Providing the Products

- 5.1 The additional costs of delivery of Hard-Copy Products, excluding any Additional Charges, including but not limited to customs charges, will be as displayed to the Customer in the Customer's shopping basket on the Supplier's website and will be identified in addition to the Price.
- 5.2 The Supplier will deliver the Products to the Customer:
 - (a) where the Products are Hard-Copy Products, as soon as reasonably possible and;
 - (b) where the Products are Digital Products, the content will be made available for download by the Customer within 3 Working Days of acceptance by the Supplier of the Customer's Order.
- 5.3 The Customer acknowledges that any International Order it makes may be subject to Additional Charges.
- 5.4 It is the responsibility of the Customer to ensure that any device to which any Digital Products are downloaded complies with the System Requirements.
- 5.5 The Supplier shall ensure that each delivery of the Hard-Copy Products is accompanied by a delivery note that shows the date of the Order, the type and quantity of the Products.

- 5.6 Reasonable effort will be made to deliver the order to the address provided by the Customer on the order but if the Customer is not available to take delivery they may contact the delivery agent or the Supplier to arrange redelivery or collection subject to the delivery agent procedures.
- 5.7 If the Customer does not re-arrange delivery within 30 days of placing the order or if the Customer does not collect the Products from the Supplier as arranged or if, after a failed delivery to the Customer, it does not re-arrange delivery or collect them from a delivery depot, the Supplier will treat the Order as a return and may charge the Customer for any further delivery costs. If, the Customer does not re-arrange delivery or collection of the Product, the Supplier may end the contract and Condition 7.2 of this Section E will apply.
- 5.8 A Hard-Copy Product will be the Customer's responsibility from the time the Supplier or delivery agent organised by the Supplier delivers the Hard-Copy Product to the address the Customer gave it or from the time the Customer or a delivery agent organised by the Customer collects it from the Supplier.
- 5.9 The Supplier may update or require the Customer to update any Digital Products, provided that the content shall always match the description that was provided to the Customer prior to placement of the Customer's Order.

6. Quality

- 6.1 The Supplier warrants that on delivery, subject to Condition 2.1 of this Section E, the Products shall:
- (a) conform with the description;
 - (b) be free from material defects in design, material;
 - (c) be fit for use solely for the purpose of professional qualification study but should not be taken as definitive of the legal position. Every attempt has been made to ensure the accuracy of the Products; however no liability can be accepted for any loss incurred in any way whatsoever by any person relying solely on the information. The Supplier cannot be held responsible for the content of any website mentioned in the Products. Specific and independent advice should always be obtained before undertaking any investment;
 - (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (e) be fit for any purpose held out by the Supplier.
- 6.2 Subject to Clause 6.3, if:
- (a) the Customer gives notice in writing to the Supplier within 14 days of discovery that some or all of the Products do not comply with the warranty set out in Clause 6.1;
 - (b) the Supplier is given a reasonable opportunity of examining such Products; and

- (c) the Customer (if asked to do so by the Supplier) returns such Products to the Supplier's place of business at the Supplier's cost,

the Supplier shall, in relation to Hard-Copy Products, provide the Customer with an immediate refund if the notice is received by the Supplier up to 14 days after the Product was delivered to the Customer;

the Supplier shall – providing that the Customer can show that the device to which the Digital Products have been downloaded complies with the System Requirements, available on the product webpage where the Digital Product is accessible, in relation to Digital Products:

- (i) entitle the Customer to a replacement Digital Product; then
- (ii) provide the Customer with some or all of the Price back if the Digital Product still will not function.

6.3 The Supplier shall not be liable for the Products' failure to comply with the warranty set out in Clause 6.1 if:

- (a) the Customer makes any further use of such Products after giving notice in accordance with Clause 6.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Products without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- (f) the Products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

6.4 The Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Price paid by the Customer.

7. Rights to end the contract

7.1 The Supplier may end the contract if the Customer breaches it. The Supplier may end the contract for a Product at any time by writing to the Customer if the Customer does not, within a reasonable time, allow the Supplier to deliver the Products to it or collect them from the Supplier.

- 7.2 If the Supplier ends the contract in the situations set out in Condition 7.1 of this Section E it will refund the Price or any proportion of the Price already paid by the Customer for Products not yet delivered to the Customer less any reasonable costs incurred by the Supplier as a result of either of the situations set out in Condition 7.1 of this Section E.
- 7.3 The Customer's right to end the contract are outlined in Section A. Subject to Condition 19 of Section A, the Customer does not have a right to change their mind in relation to Digital Products after the Customer has started to download any such Digital Products.

8. If there is a problem with a Product

- 8.1 If the Customer has any questions or complaints about the Product, the Product is received in error, or the Product has not arrived (please allow at least 10 working days for arrival) please contact the Supplier. The Customer can telephone the Supplier's customer service team at +44 (0) 345 880 1188 or write to the Supplier at member.services@cips.org.

9. Use of the Deliverables

- 9.1 The Customer is solely responsible for the appropriate use of the Products.
- 9.2 The Customer will co-operate with, and follow the reasonable instructions of, the Supplier in all matters relating to the Products.
- 9.3 The Customer warrants that at all times:
- (a) it shall keep confidential any username and password assigned to them and be responsible for protecting and securing said usernames and passwords;
 - (b) it shall prevent, so far as is reasonably possible, any unauthorised or improper use of the Products, including but not limited to the Customer shall not share, copy, download, batch harvest, upload or in any other way reproduce the Products or parts thereof;
 - (c) the Products or any parts thereof shall not be used, adapted or shared for any commercial purpose or non-commercial purpose; and
 - (d) it shall notify the Supplier of any actual or anticipated unauthorised or improper use of the Products, including but not limited to use contrary to this Condition 9 of this Section E.
- 9.4 The Customer shall not make use of the Products or any part thereof for any purpose other than personal study for CIPS' qualifications or for personal continued professional development (CPD).
- 9.5 The Customer shall use the Products in the form and format purchased.
- 9.6 The Customer shall not otherwise alter the Products or manipulate or modify in any way.

10. Indemnification

- 10.1 The Customer agrees to indemnify, defend and hold CIPS harmless from any claim or cause of action against CIPS arising out of or relating to use of the Products by: (i) individuals or entities which have not been authorised by this Agreement to have access to and/or use the Products; and (ii) Customer, except where such use by Customer is in accordance with these Terms of Use.