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## **CIPS Corporate Ethical Procurement and Supply Terms and Conditions (v2.0 14.02.14)**

This page (together with the documents referred to on it) tells you (“**you**” means the party contracting with CIPS) the terms and conditions on which we (“**we**”, “**us**”, “**our**” and “**CIPS**” means the Chartered Institute of Purchasing and Supply) provide the CIPS Ethical Procurement and Supply E-learning and CIPS Corporate Ethical Procurement and Supply Journey (“CIPS Ethical Procurement and Supply E-learning” and “**CIPS Corporate Ethical Procurement and Supply**” mean the services covered by these terms and conditions) through the CIPS Learning Academy (“**Learning Academy**”) and is to be read in conjunction with our [General Terms & Conditions of Business and Website Use](#) which can be found on our website (“**General Terms**”). If there is an inconsistency between any of the provisions of these terms and conditions and the General Terms, the provisions of these terms and conditions shall prevail.

Please read these terms and conditions carefully before arranging for you or your staff to undertake the CIPS Ethical Procurement and Supply E-learning. You should understand that by booking any course with the Learning Academy and using the Learning Academy website [cips.skillserve.com](http://cips.skillserve.com) or our website [www.cips.org](http://www.cips.org) (“**Website**”), you and your staff agree to be bound by these terms and conditions.

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

Whilst we will make every effort to keep changes to a minimum, we may make amendments to the terms and conditions at any time to reflect changes in market conditions affecting our business, changes to technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our systems capabilities. By continuing to use the Website and [cips.skillserve.com](http://cips.skillserve.com) subsequent to any changes, you agree to accept any changes made to the terms and conditions.

### **1. Ownership & copyright**

The Learning Academy website ([cips.skillserve.com](http://cips.skillserve.com)) is owned by Unicorn Training Limited (“Unicorn”). The content provided on the website together with all materials provided for e-learning and Blended and Modular Learning courses (together, “**CIPS Materials**”) including graphics, code, text products, software, audio, music and design are owned by either CIPS or licenced to CIPS by Unicorn. No content in whole or in part of the Learning Academy website, or any CIPS or Unicorn Materials may be copied, reproduced, uploaded, posted, displayed, linked to or used in any way without the prior written permission of CIPS. Any such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of CIPS, or in the case of material licensed to CIPS, the owner of such materials. You agree not to access the Learning Academy website materials by any means other than through the website. You also agree not to delete, change or modify in any way the copyright notices on the website.

### **2. Description and pricing of CIPS Ethical Procurement and Supply E-learning and CIPS Corporate Ethical Procurement and Supply**

Although we make every effort to ensure the prices listed are correct, mistakes may sometimes be made. If a mistake is discovered in the price of any of the products which make up the CIPS Corporate Ethical Procurement and Supply Journey that you have booked prior to confirmation of your booking, we will tell you and give you the option of either reconfirming your booking at the correct price or cancelling your booking. In this instance, if we are unable to contact you or we receive no reply from you, your booking will be cancelled. CIPS reserves the right to change prices listed without notice. CIPS also reserves the right to refuse to supply to any individual or company.

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### 3. Changes

CIPS reserves the right to amend or remove the CIPS Ethical Procurement and Supply E-learning at any time. Changes to prices will be advised before commencement of the each organisation's CIPS Corporate Ethical Procurement and Supply Journey.

### 4. How to Pay/Getting Started

Please contact [corporate.ethics@cips.org](mailto:corporate.ethics@cips.org). We will contact you within 2 working days. You will need to identify how many individuals within your organisation are involved in sourcing or supplier selection. The pricing tariff is based on these numbers. A form will be sent to you to complete all names and email addresses of these individuals. Following receipt we will require a purchase order for the correct tariff and CIPS will provide you with an invoice. CIPS' standard payment terms are 30 days from receipt of invoice.

***Note: All CIPS members will be able to take the test free of charge until 31 October 2014.***

No access to the CIPS Ethical Procurement and Supply E-learning will be available until receipt of payment. Once full payment has been received, you will receive an email containing a Voucher Code and instructions that you can distribute to you staff on how they can register for access to the eLearning.

### 5. VAT & Charge Cards

Fees quoted are exclusive of VAT, which will be shown separately on the invoice. A VAT invoice will be sent to cover your payment.

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.

### 6. Written Communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using Website, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### 7. Notices

All notices given by you to us must be given to address detailed in clause 21. We may give notice to you at either the e-mail or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

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## 8. Registration

In order to access the Learning Academy Website ([cips.skillserve.com](http://cips.skillserve.com)), your nominated staff members log on using their name and Voucher Code provided by CIPS. They will receive an automated email advising them that they can access the CIPS Ethical Procurement and Supply E-learning approximately 10 minutes after their registration

## 9. Use of the Learning Academy Website

You are granted a limited personal non-exclusive non-commercial license for the use of the CIPS Learning Academy website and CIPS Ethical Procurement and Supply E-learning. No material in whole or in part from the Website may be modified, copied, reproduced, re-published, uploaded, posted, transmitted or distributed in any way.

## 10. Password and security

Once registered on the Learning Academy Website, you will have a user name and password. You should keep this information confidential and should not pass it on to any third party. Once you are logged in with this user name and password you are entirely responsible for all activity that occurs under that account and you agree to be responsible for any expense, loss or damage incurred by CIPS, its employees, suppliers, agents and licensors as a result of any misuse of your account. You agree to fully compensate CIPS in relation to any such expense, loss or damage. You also agree to inform CIPS in writing of any unauthorised use of your account or other breach of security which is known to you.

## 11. Our liability regarding your use of the Learning Academy website

Your rights as a consumer are protected under consumer rights legislation which guarantees that any items, goods or services ordered from the Website will be fit for the purpose for which they were bought and will be of satisfactory quality. Whilst every effort is made to ensure that the access to the CIPS Materials and the Learning Academy website do not contain any error, defect, malfunction or corruption, CIPS does not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the CIPS Materials or any other software or material or use of the Learning Academy website. Nor does CIPS accept responsibility for loss of data including both data transmitted and other data held by you, or delay, or failure, in transmitting or receiving data, or indirect, or consequential losses arising from use of CIPS Materials, the Learning Academy website, including loss of revenue, business, anticipated savings on profits.

CIPS does not make any representation or warranty that access to the CIPS Materials and Learning Academy website will meet your expectations or requirements, or that any particular results will be obtained from their use.

## 12. Termination

Your right to use the Learning Academy website ([cips.skillserve.com](http://cips.skillserve.com)) and/or the CIPS Materials, will be suspended or terminated immediately without notice by CIPS if, you fail to comply with any term or provision of these terms and conditions, or any end user license in force, or if a competent regulatory authority requires CIPS or any of its suppliers to do so. Upon termination you must destroy all materials and associated documentation obtained from the Learning Academy website and all copies of such materials, and you agree that CIPS may immediately deactivate your account and delete all records, files and associated information.

## 13. Availability

CIPS endeavours to ensure that the Learning Academy website and the CIPS Materials are available 24 hours a day 7 days a week. There will be occasions when the Learning Academy website and the CIPS Materials will be interrupted for maintenance, upgrades and emergency repairs and you agree that CIPS shall not be liable to you, or any third party, for any modification, suspension or discontinuance of the Learning Academy website and/or the CIPS Materials. Every step will be taken by CIPS to minimise disruption. However, CIPS cannot be

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held responsible for any disruptions that are inherent in the operation of the Internet and World Wide Web including viruses.

#### **14. CIPS Ethical Procurement and Supply Mark**

Organisations should ensure that all staff responsible for supplier selection decisions or supplier relationship management are trained in ethical procurement and that there is a consistent understanding of procurement ethics across the business. Those wishing to achieve the CIPS Corporate Ethical Procurement and Supply Mark (“**Mark**”) and entry in the CIPS Corporate Ethical Procurement and Supply Register (“**Register**”) must ensure that 100% of staff who have responsibility for supplier selection decisions or supplier relationship management have, within the last 12 months, completed the CIPS Ethical Procurement and Supply E-learning course and successfully passed the accompanying test.

Signing the Statement of Commitment confirms an organisation’s intent to procure ethically and to take proactive steps to eradicate malpractice from its supply chain. It is also a statement that it will continue to ensure its people are equipped with the knowledge and understanding to make this happen.

To ensure the knowledge and focus on ethical procurement remains current, and to retain the CIPS Corporate Ethical Procurement and Supply Mark and listing on the register, organisations must repeat the above steps annually

Once completion of the above steps is verified, organisations will be entitled to display the CIPS Corporate Ethical Procurement and Supply Mark on their literature and website and commit to following the rules of use as detailed within the CIPS Corporate Ethical Procurement and Supply Mark Guidance which can be found on the CIPS Website.

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## 15. Recognition for CIPS Corporate Ethical Procurement and Supply Journey and Losing Rights to use Mark

Organisations holding the CIPS Corporate Ethical Procurement and Supply Mark will be listed in a Register on the CIPS website. This Register will be accessible to the public. Organisations will lose their Mark and be removed from the Register if they:

- fail to regularly renew their commitment to ethical procurement; or
- are successfully prosecuted for procurement malpractice constituting a breach of the CIPS Corporate Code

Organisations that have been charged with a procurement malpractice offence but have not yet been convicted in a court of law may retain the Mark and remain on the Register while the case is pending but will not be allowed to renew unless they are found not guilty.

## 16. Creating Accessible Events

CIPS aims to ensure that its services are available to all. If you have any specific needs please advise the Corporate Ethics Coordinator at [corporate.ethics@cips.org](mailto:corporate.ethics@cips.org)

## 17. CIPS bank details

Name of Bank	Barclays Bank plc
Address	46/49 Broad Street Stamford Lincolnshire PE9 1PZ
Sort Code	20 – 81 – 20
Account No	00511935
Account Name	Chartered Institute of Purchasing and Supply
Swift Address	BARCGB22
IBAN (UK Sterling)	GB 51 BARC 2081 2000 5119 35

## 18. Contact details for the Learning Academy Team

Telephone: +44 (0) 1780 756777

Email enquiries: [corporate.solutions@cips.org](mailto:corporate.solutions@cips.org)

Address:

CIPS  
Easton House  
Church Street  
Easton on the Hill  
Stamford  
Lincolnshire  
PE9 3NZ

VAT number: 342-6489-42

## 19. Complaints Procedure

At CIPS we are committed to providing a high standard of customer care. If you are not happy with any element of the service that you have received, please contact Liz Wade on +44 (0) 1780 756777.

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## **20. Data Protection Statement**

CIPS is registered under the provisions of the UK Data Protection Act 1998 and keeps any personal data concerning you in confidence. A full description of the CIPS Code of Practice for Data Protection can be found on the Website [www.cips.org](http://www.cips.org).

## **21. Miscellaneous**

These terms and conditions, and any end user license agreement in force for CIPS Materials contain the full and complete understanding between the parties. They supersede prior arrangements and understandings whether written or oral appertaining to the subject matter of the terms.

We have the right to revise and amend these Terms 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

The terms and all representations, obligations, undertakings and warranties contained in them, shall endure for the benefit of any successors and assignees of CIPS.

## **22. 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.