

IET Standard Consumer Terms

(Last updated on 22 July 2019)

These terms and conditions do not apply to business customers. You are a business customer if you are buying products from us for use in connection with your trade, business, craft or profession. If you are a business customer, please contact us by telephoning our customer service team at +44 (0)1438 767328, as different terms and conditions will apply when you buy products from us.

1 These terms

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you (“**you**”) when you buy product(s) from us from the IET Web Shop – <https://shop.theiet.org> (the “**IET Web Shop**”). Please note that these terms and conditions only apply to you if you are a consumer. You are a consumer if you are an individual and you are buying products from us wholly or mainly for your personal use (and not for use in connection with your trade, business, craft or profession).

1.2 **Which terms apply to you.** Importantly, in certain circumstances the terms and conditions that apply to you will depend on which product(s) you buy from us. Please refer to the table below to see the terms and conditions that apply when you buy certain products from us directly from the IET Web Shop:

Product	The terms and conditions that apply
Digital IET Wiring Regulations – including the digital copy of the IET Wiring Regulations and other supporting titles (as applicable).	Clause 1 of this document applies together with the terms in the Digital IET Wiring Regulations: Single User Licence Agreement - www.theiet.org/help/legal-notice/terms-and-conditions/digital-wiring-regulations-licence/ (Clauses 2 to 14.8 (inclusive) and Schedule 1 of this document do not apply to this product).
Any other product(s) you buy from the IET Web Shop (which excludes product(s) purchased via the IET Digital Library, IET Academy, IET.TV, Inspec Direct or any third party platform).	The terms set out in this document apply.

PDFs	<p>Clause 1 of this document applies together with the terms in the IET PDF Licence - www.theiet.org/help/legal-notices/terms-and-conditions/pdf-licence/</p> <p>(Clauses 2 to 14.8 (inclusive) and Schedule 1 of this document do not apply to this product).</p>
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1.3 **Why you should read them.** Please read these terms (and any additional terms and conditions referred to in the table in clause 1.2 above) carefully before you submit your order to us. 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.

2 Information about us and how to contact us

2.1 **Who we are.** We are the Institution of Engineering and Technology which is registered as a charity in England and Wales (no 211014) and Scotland (no SC038698), whose registered address is Savoy Place, London, WC2R 0BL, UK. Our registered VAT number is 240342016.

2.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0)1438 767328 or by writing to us at sales@theiet.org or Customer Services, Michael Faraday House, Six Hills Way, Stevenage, Herts., SG1 2AY, United Kingdom.

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 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, or if earlier, when you receive the products, 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 products. This might be because the products are 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 products, because we are unable to meet a delivery deadline you have specified, because your payment cannot be authorised or has been declined, because you are not allowed to buy the products or because we are not allowed to sell the products to you (for example, if the products are only available at the stated price to members of the Institution of Engineering and Technology and you are not a member).

3.3 **If you have made a pre-order.** If you have pre-ordered a product you will have a right to cancel at any time, up until the relevant product is in stock and we accept your order

under clause 3.1. After we accept the order your right to cancel will be in line with clause 7.

- 3.4 **Your order number.** We will assign an order number to your order and tell you what it is once your order has been placed online. It will help us if you can tell us the order number whenever you contact us about your order.

4 Our products

- 4.1 **Products may vary slightly from their pictures.** The images of the products on the IET Web Shop 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.

- 4.2 **Packaging of the products may vary.** The packaging of the products may vary from that shown in images on our website.

5 Your rights to make changes

- 5.1 If you wish to make a change to your order, please contact us. 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, 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 7 - Your rights to end the contract).

6 Providing the products

- 6.1 **Who will deliver the products.** All online orders will be delivered on our behalf by a third party delivery service. Any delivery dates that we provide are estimates only.

- 6.2 **Delivery costs.** The costs of delivery will be as displayed to you on the IET Web Shop.

- 6.3 **When we will provide the products:**

6.3.1 **If the products are not a subscription to receive products.** We will deliver them to you as soon as reasonably possible (in line with the relevant timescales set out on the IET Web Shop) and in any event within 30 days after the day on which we accept your order.

6.3.2 **If the products are a subscription to receive products.** We will supply the products to you until either the subscription expires (if applicable) or you end the contract as described in clause 7 or we end the contract by written notice to you as described in clause 9.

- 6.4 **We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control (including the products you have ordered being out of stock) 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.

- 6.5 **If you are not at home when the products are delivered.** If no one is available at your address to take delivery and the products cannot be posted through your letterbox, the third party delivery company that we use will leave you a note informing you of how to rearrange delivery or collect the products from a local depot.
- 6.6 **If you do not re-arrange delivery.** If, after a failed delivery to you, you do not re-arrange delivery or collect the products from the relevant delivery depot, we (or the third party delivery company that we use) will attempt to contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection through our third party delivery company, we may end the contract and clause 9.2 will apply.
- 6.7 **Your legal rights if we deliver products late.** If we do not deliver the products within 30 days after the day on which we accept your order, then you may treat the contract as at an end straight away.
- 6.8 Following the late delivery of the products (**see** clause 6.7), you can cancel your order for the products or reject the products that have been delivered under the contract. If you wish, you can reject or cancel the order for some of those products (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 products and their delivery. If the products have been delivered to you, you must post them back to us. We will pay the costs of postage or collection in these circumstances. Please call our customer service team on +44 (0)1438 767328 or email us at sales@theiet.org for a return label or to arrange collection.
- 6.9 **When you become responsible for the products.** Products will be your responsibility from the time we deliver them to the address you gave us or to you.
- 6.10 **When you own products.** You will own products once we have received payment in full for them.
- 6.11 **When you cannot resell products.** Where products are purchased at a member discounted price, such products are sold solely for use by you as an individual either for your own personal use or for use by you within your business, and therefore may not be resold by you.
- 6.12 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of products to (amongst other things):
- 6.12.1 deal with technical problems or make minor technical changes;
 - 6.12.2 update the products to reflect changes in relevant laws and regulatory requirements; or

6.12.3 make changes to the products as notified by us to you.

6.13 **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 products, unless the problem is urgent or an emergency. If we have to suspend the products for longer than 30 days in any 6 month period, 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 products 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 products in respect of the period after you end the contract.

6.14 **We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (**see** clause 11.4) and you still do not make payment within 15 days of us reminding you that payment is due, we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products.

7 Your rights to end the contract

7.1 **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:

7.1.1 **If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the products repaired or replaced or to get some or all of your money back), **see** clause 10;

7.1.2 **If you want to end the contract because of something we have done or have told you we are going to do, see** clause 7.2;

7.1.3 **If you have just changed your mind about the products, see** clause 7.3. 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 products;

7.1.4 **In all other cases (if we are not at fault and there is no right to change your mind), see** clause 7.5.

7.2 **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 7.2.1 to 7.2.5 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:

7.2.1 we have told you about an upcoming change to the products;

7.2.2 we have told you about an error in the price or description of the products you have ordered and you do not wish to proceed;

7.2.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;

- 7.2.4 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
- 7.2.5 you have a legal right to end the contract because of something we have done wrong (including because we have delivered late (**see** clause 6.7)).
- 7.3 **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.
- 7.4 **How long do I have to change my mind?** You have 14 days after the day you (or someone you nominate) receive the products, **unless**:
- 7.4.1 **Your products are split into several deliveries over different days.** In this case you have until 14 days after the day you (or someone you nominate) receive the last delivery to change your mind about the products.
- 7.4.2 **Your products are for regular delivery over a set period (including a subscription).** In this case you have until 14 days after the day you (or someone you nominate) receive the first delivery of the products.
- 7.5 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (**see** clause 7.4), you can still end the contract before it is completed, other than in the case of a subscription. A contract is completed when the products are delivered and paid for. If you want to end the contract in these circumstances, just contact us to let us know. The contract will not end until 1 calendar month after the day on which you contact us. Where the contract is not a subscription, we will refund any advance payment you have made for products which will not be provided to you. For example, if you tell us you want to end the contract on 4 February we will continue to supply the products until 3 March – we will only charge you for supplying the products up to 3 March and will refund any sums you have paid in advance for the supply of the products after 3 March. Where the contract is a subscription, a refund is only available in the circumstances set out in clauses 7.2 ,7.4 and 10.

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

- 8.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- 8.1.1 **Phone or email.** Call our customer service team on +44 (0)1438 767328 or email us at sales@theiet.org. Please provide your name, home address, details of the order and, where available, your phone number and email address.
- 8.1.2 **By post.** Print off the form set out in Schedule 1 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, your order number, when you ordered or received it and your name and address.

8.2 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 return them to us in a resalable condition (being a condition in which the value of the products is unchanged from what we delivered to you). You must either post the products back to us at IET Warehouse, Unit 7 Foulton Close, Argyle Way, Stevenage, Herts., SG1 2AF or (if they are not suitable for posting) allow us to collect them from you. Please call our customer service team on +44 (0)1438 767328 or email us at sales@theiet.org for a return label or to arrange collection. If you are exercising your right to change your mind you must send off the products within 14 days of telling us you wish to end the contract.

8.3 When we will pay the costs of return. We will pay the costs of return:

8.3.1 if the products are faulty or misdescribed; or

8.3.2 if you are ending the contract because we have told you of an upcoming change to the products 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.

8.4 How we will refund you. Where a refund is due, we will refund to you the price you paid for the products including any delivery costs and applicable VAT, by the method you used for payment. However, we may make deductions from the price, as described below.

8.5 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind:

8.5.1 We may reduce your refund of the price (excluding delivery costs) to reflect any reduction in the value of the products, if this has been caused by you handling them in a way which would not be permitted in a shop. If we refund to you the price paid before we are able to inspect the products and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount.

8.5.2 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 products at one cost but you choose to have the products delivered at a higher cost, then we will only refund what you would have paid for the cheaper delivery option.

8.5.3 Where the products are a subscription, any charges for the subscription period which you have paid in advance are not refundable from the date 14 days after you receive the first product.

8.6 **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:

8.6.1 If the products are not a subscription to receive products and we have not offered to collect them, your refund will be made within 14 days from the day on which we receive the products back from you or, if earlier, the day on which you provide us with evidence that you have sent the products back to us. For information about how to return products to us, **see** clause 8.2.

8.6.2 If the products are a subscription and the refund is requested more than 14 days after you receive the first product, you will not be entitled to a refund for the subscription period.

8.6.3 In all other cases, your refund will be made within 14 days of your telling us you have changed your mind.

9 **Our rights to end the contract**

9.1 **We may end the contract if you break it.** We may end the contract for products at any time by writing to you if:

9.1.1 you do not make any payment to us when it is due and you still do not make payment within 15 days of us reminding you that payment is due; or

9.1.2 you do not, within a reasonable time, allow us to deliver the products to you or collect them from us.

9.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 9.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

10 **If there is a problem with the product**

10.1 **How to tell us about problems.** If you have any questions or complaints about the products, please contact us. You can telephone our customer service team on +44 (0)1438 767328 or write to us at sales@theiet.org or Customer Services, Michael Faraday House, Six Hills Way, Stevenage, Herts., SG1 2AY, United Kingdom. Please **see** clause 14.7 if you are not happy with how we have handled any complaint.

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 products. 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 such product your legal rights entitle you to the following:

a) Up to 30 days: if your product is faulty, then you can get an immediate refund.

b) Up to six months: if your product can't be repaired or replaced, then you're entitled to a full refund, in most cases.

c) Up to six years: if your product does not last a reasonable length of time you may be entitled to some money back.

See also clause 7.3.

10.3 **Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either 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 our customer service team on +44 (0)1438 767328 or email us at sales@theiet.org 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 on the IET Web Shop. We take all reasonable care 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 products, we will adjust the rate of VAT that you pay, unless you have already paid for the products 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 a 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 a 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 to you any sums you have paid and require the return of any products provided to you.

11.4 **When you must pay and how you must pay.** We accept payment with all major credit cards including Visa and Mastercard. You must pay for the products before we dispatch them. We will not charge your credit or debit card until we dispatch the products to you.

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.
- 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.
- 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.** We will only use your personal information as set out in our Privacy Statement - www.theiet.org/help/privacy.

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 30 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.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its 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 **Alternative dispute resolution.** Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint (please **see** clause 10.1), please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution* platform.
- 14.8 **Which language governs the contract.** These terms and conditions are drafted in, and will be governed by, the English language only.

Schedule 1

Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To The Institution of Engineering and Technology,
Customer Services,
Michael Faraday House,
Six Hills Way,
Stevenage, Herts.,
SG1 2AY,
United Kingdom

OR

sales@theiet.org

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following products [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate