

Institution of Engineering and Technology: PDF Licence

PLEASE READ THESE LICENCE TERMS CAREFULLY

We are the Institution of Engineering and Technology (“**us**”, “**we**” or “**our**”), a registered charity in England and Wales (with charity number 211014) and Scotland (with charity number SC038698) whose registered address is 2 Savoy Place, London, WC2R 0BL. Our registered VAT number is 240342016.

This licence (“**Licence**”) is a legal agreement between you (“**you**”) and us.

The acknowledgment of order we sent to you by email (the “**Acknowledgement of Order**”) sets out the Model Forms and/or Code of Practice (including the applicable version and/or edition number for such Model Forms and/or Code of Practice) you have chosen to licence (“**PDFs**”) and the fee paid for those PDFs.

Please note that certain terms in this Licence only apply if you are a consumer. If a term applies to a consumer only, this will be made clear.

You are a consumer if you are an individual and you are licensing the PDFs from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

You are a business customer if you are licensing the PDFs from us for use in connection with your trade, business, craft or profession.

1 **These terms**

1.1 **What these terms cover.** These are the terms and conditions on which we licence the PDFs to you.

2 **Our contract with you**

2.1 **How we will accept your order.** Our acceptance of your order will take place when we send you the Acknowledgement of Order, at which point this Licence will come into existence between you and us.

2.2 **Delivering the products.** After we have sent you the Acknowledgement of Order, we will send you a separate e-mail attaching the applicable PDFs. Where you place your order:

2.2.1 before midday on any day other than a Saturday, Sunday or public holiday in England (“**Business Day**”), we will send the PDFs on the same Business Day; or

2.2.2 after 16.00 on a Business Day or on a day that is not a Business Day, we will send the PDFs on the next Business Day.

3 Grant and scope of this Licence

3.1 **Your right to use the PDFs.** We hereby grant to you (in accordance with **clause 2.1**) a non-transferable, non-exclusive, perpetual licence to use the PDFs:

3.1.1 if you are a consumer, for non-commercial and educational purposes. You can print and copy the PDFs for your own private use, and you may (where applicable) complete the PDFs with relevant details of a specific project; or

3.1.2 if you are a business customer, by your employees in the performance of your commercial services. If the PDFs include Model Forms, you can print and copy the Model Forms for use by your employees to complete with relevant details of a specific project, which may be shared with your client.

3.2 In each case, you can use brief quotations from the PDFs provided that you give an appropriate acknowledgement of the source.

3.3 Any use of the PDFs which is not permitted by this Licence shall be a breach of this Licence.

3.4 **How long does this Licence last?** Unless terminated by you under **clause 4** or by us under **clauses 4 or 6**, this Licence will last for as long as you use the PDFs.

3.5 **Restrictions on use of the PDFs.** Save as expressly permitted by **clause 3.1**, you are not permitted to:

3.5.1 transfer the PDFs to any person;

3.5.2 use or copy the PDFs;

3.5.3 modify, translate, adapt, merge or otherwise incorporate the PDFs in any other work or to create any derivative works from the PDFs; or

3.5.4 assign, rent, loan, charge or otherwise deal in the PDFs, or grant any sub-licences under this Licence.

3.6 When this Licence is terminated by us or by you, the licence granted in **clause 3.1** shall end, and you will not be allowed to use the PDFs anymore. You are also required to remove the PDFs from your computer and delete and/or destroy (as applicable) any existing copies you may have. You may retain copies of any Model Forms that have been completed with details of a specific project in accordance with **clause 3.1**.

4 Your rights to end this Licence

4.1 This clause 4 only applies if you are a consumer.

4.2 **Ending this Licence because of something we have done or are going to do.** If you are ending this Licence for a reason set out below, this Licence will end

immediately and we will refund you in full for any PDFs which have not been sent and you may also be entitled to compensation. The reasons are:

- 4.2.1 we have told you about an error in the price or description of the PDFs you have ordered and you do not wish to proceed;
 - 4.2.2 we have not sent you the PDFs within 30 days of the Acknowledgement of Order; or
 - 4.2.3 you have a legal right to end this Licence because of something we have done wrong.
- 4.3 **Exercising your right to change your mind.** For most products bought online you have a legal right to change your mind within 14 days and receive a refund. Your rights under the Consumer Contracts Regulations 2013 are explained in more detail in this Licence.
- 4.4 **How long do I have to change my mind?** You have 14 days after the day we email the Acknowledgement of Order to you. If we send the PDFs to you at any time before the 14 days have expired, you will lose your 14 day right to cancel this Licence.
- 4.5 **Ending this Licence 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, you can still end this Licence. You will not be entitled to a refund in this case. If you want to end this Licence in these circumstances, just contact us to let us know (see **clause 5.1**). This Licence will not end until 1 calendar month after the day on which you contact us. Once this Licence ends, you will have to delete all copies of the PDFs, as set out in **clause 3.6**.

5 How to end this Licence (including if you have changed your mind)

- 5.1 **Tell us you want to end this Licence.** To end this Licence, please let us know by doing one of the following:
- 5.1.1 **Phone or email.** Call our customer services team on +44 (0)1436 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.
 - 5.1.2 **By post.** Print off the cancellation 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.
- 5.2 **How we will refund you.** Where a refund is due, we will refund to you the price you paid, including applicable VAT, by the method you used for payment.
- 5.3 **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 under **clause 4.4**, your refund will be made within 14 days of your telling us you have changed your mind.

6 Our rights to end this Licence

6.1 **We may end this Licence if you break it.** We may end this Licence at any time by writing to you if you do not comply with the licence conditions in **clause 3**.

7 Our rights

7.1 You have purchased a licence to use the PDFs for the term of this Licence. You have not purchased the PDFs themselves, or the intellectual property rights in the PDFs. We (and our licensors) still retain ownership of all intellectual property rights in the PDFs, and when this Licence terminates your licence to use the PDFs will end. You may only continue to use the PDFs following termination as set out in **clause 3.6**.

7.2 We may require you to cease all use of the PDFs if there is a third party intellectual property claim made in respect of the PDFs or if we think that your use of the PDFs breaches any applicable law or regulation. In this instance, we may:

7.2.1 obtain the right for you to continue to use the PDFs;

7.2.2 provide you with alternative PDFs so as to avoid the infringement (but provide you with substantially the same features / functionality / specification); or

7.2.3 terminate this Licence immediately on written notice.

8 Price and payment

8.1 **Where to find the price for the product.** The price of this Licence (which includes VAT) will be the price indicated on the order pages when you placed your order and set out in the Acknowledgement of Order. We take all reasonable care to ensure that the price advised to you is correct. However, please see **clause 8.3** for what happens if we discover an error in the price of the PDFs you order.

8.2 **When you must pay and how you must pay.** You must pay for the PDFs before we deliver them to you. We accept payment with all major credit cards including Visa and Mastercard.

8.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the PDFs we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the PDFs' correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the PDFs' 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 this Licence, refund to you any sums you have paid and require the deletion of any PDFs provided to you.

9 Our responsibility for loss or damage suffered by you

- 9.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this Licence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence 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 this Licence was granted, both we and you knew it might happen.
- 9.2 **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 13**.
- 9.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or to have in place the minimum system requirements advised by us.
- 9.4 **We are not liable for business losses.** If you use the PDFs for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

10 How we may use your personal information

- 10.1 **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 to enable us to send you the Acknowledgement of Order and the PDFs, to process payment for the PDFs and/or to process a refund if you decide to cancel this Licence in accordance with your rights in **clause 4** or if we terminate this Licence in accordance with **clause 7.2.3** .

11 Other important terms

- 11.1 **We may transfer this Licence to someone else.** We may transfer our rights and obligations under this Licence 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 this Licence. You may not transfer this Licence to anyone else.
- 11.2 **Nobody else has any rights under this Licence.** This Licence is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.3 **If a court finds part of this Licence 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.

- 11.4 **Even if we delay in enforcing this Licence, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this Licence, or if we delay in taking steps against you in respect of your breaking this Licence, 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.
- 11.5 **Which laws apply to this Licence and where you may bring legal proceedings.** This Licence is governed by English law and you can bring legal proceedings in respect of this Licence in the English courts. If you are a consumer and you live in Scotland, you can bring legal proceedings in respect of this Licence in either the Scottish or the English courts. If you are a consumer and you live in Northern Ireland, you can bring legal proceedings in respect of this Licence in either the Northern Irish or the English courts.
- 11.6 **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 12.2**), please note that disputes may be submitted for online resolution to the *European Commission Online Dispute Resolution Platform*.
- 11.7 **Which language governs this Licence.** This Licence is drafted in, and will be governed by, the English language only.
- 11.8 **Entire agreement.** This Licence is the whole of the agreement between us and you in relation to use of the PDFs.

12 Communications between us

- 12.1 **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.
- 12.2 **How to tell us about problems.** If you have any questions or complaints about the PDFs, please contact us. You can telephone our customer service team at +44 (0)1438 767328 or write to us at sales@theiet.org or Customer Services, The Institution of Engineering and Technology, Futures Place, Kings Way, Stevenage, Hertfordshire, SG1 2UA, United Kingdom. Please **see clause 11.6** if you are not happy with how we have handled any complaint.

13

Summary of your legal rights

- 13.1 This clause 13 only applies if you are a consumer.
- 13.2 We are under a legal duty to supply products that are in conformity with this Licence. See the box below for a summary of your key legal rights in relation to the product. 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.

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- a) If your digital content is faulty, you're entitled to a repair or a replacement.
- b) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- c) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also **clause 4.3**.

Schedule 1

Model Cancellation Form

(If you are a consumer and wish to withdraw from this Licence, complete and return this form or write to us at the address below)

To The Institution of Engineering and Technology,

Customer Services,
Futures Place,
Kings Way,
Stevenage,
Hertfordshire,
SG1 2UA,
United Kingdom

OR

sales@theiet.org

I/We [*] hereby give notice that I/We [*] cancel my/our [*] licence of the following digital content [*],

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