

IET Standard Terms and Conditions for Business Customers

The Customer's attention is particularly drawn to the provisions of clause 13 (Limitation of liability).

1 Interpretation

1.1 These Conditions shall only apply to Goods and non-digital Services purchased by the Customer, and will in no event apply to the supply by the Supplier of access to and/or copies of:

1.1.1 digital services, including but not limited to the IET Digital Library, IET.tv, Digital Wiring Regulations, and Inspec; and/or

1.1.2 PDFs.

1.2 These Conditions do not apply to Goods and non-digital Services purchased by a distributor where the Supplier has agreed a separate distribution contract with the relevant distributor applying to such Goods and non-digital Services.

1.3 The following definitions and rules of interpretation apply in these Conditions:

"Agent" means an individual or entity that is authorised by the Supplier to solicit sales of Goods and/or Services on behalf of the Supplier, resulting in contracts for such sales with the Supplier.

"Anti-Slavery Laws" mean all applicable anti-slavery and human trafficking laws, statutes and regulations, including the Modern Slavery Act 2015.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England.

"Commencement Date" has the meaning given in clause 2.2.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 19.9.

"Contract" means the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Conditions and the applicable Order.

"Credit Account" means a credit facility of a specified amount in relation to Goods and/or Services as notified in writing by the Supplier to the Customer.

"Customer" means the person or firm who purchases the Goods and/or Services from the Supplier as set out in the relevant Order.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Deliverables” means the deliverables (if any) set out in the Order.

“Delivery Location” has the meaning given in clause 4.1.

“Force Majeure Event” has the meaning given to it in clause 16.

“Goods” means the goods (if any) to be supplied by the Supplier to the Customer as set out in the Order and/or Goods Specification.

“Goods Specification” means any specification for the Goods contained or otherwise expressly referred to in the Order.

“Order” means the Customer’s order for the supply of Goods and/or Services, as set out in the Customer’s purchase order form or Supplier’s quotation or proforma invoice or telephone order as accepted in writing by the Customer, as the case may be.

“Services” means the services (if any), including the Deliverables, to be supplied by the Supplier to the Customer as set out in the Order and/or Service Specification.

“Service Specification” means the description or specification for the Services contained or otherwise expressly referred to in the Order.

“Supplier” means the entity who supplies the Goods and/or Services as set out in the relevant Order being: (i) The Institution of Engineering and Technology, a registered charity in England & Wales (no 211014) and Scotland (no SC038698) whose registered address is Savoy Place, London, WC2R 0BL, UK or (ii) IET Services Limited, a company registered in England and Wales with company number 00909719 whose registered address is Savoy Place, London, WC2R 0BL, UK; and

“Supplier Materials” has the meaning given in clause 9.1.8.

- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended or re-enacted and includes all its subordinate legislation.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.8 A reference to **writing** or **written** includes email.
- 1.9 Where there is any conflict between these Conditions and the Order, the Order shall take precedence.

2 Basis of contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Supplier and any illustrations or descriptions of the Goods or illustrations or descriptions of the Services contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or have any contractual force.
- 2.4 Subject to clause 1.9, these Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate (including in any Customer's purchase order or Customer's written acceptance of the Supplier's quotation), or which are implied by trade, custom, practice or course of dealing.
- 2.5 Any quotation, proforma invoice or proposal given by the Supplier shall not constitute an offer, and is only valid for the period set out in the quotation, proforma invoice or proposal.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 A Customer acting as a reseller agrees that Goods must not be sold to the general public without the relevant publisher's prior agreement in writing prior to any applicable publication date notified by the relevant publisher.
- 2.8 Where the Customer deals with an Agent in relation to the purchase of Goods or Services, such Agent is not authorised to negotiate terms or to enter into contracts on behalf of the Supplier, and the Customer acknowledges and agrees that their contract is at all times with the Supplier and not with the Agent. Where payment to the Supplier is to be made via the Agent, this will be expressly stated on the relevant agreed Order.

3 Amendment to Goods and/or Services Specification

- 3.1 The Supplier reserves the right to amend the Goods Specification and/or Service Specification if required by any applicable statutory or regulatory requirement, or in the case of the Service Specification, if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

4 Delivery of Goods

- 4.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 The Customer shall promptly inspect the Goods following delivery and shall notify the Supplier of details of any damage or shortage in writing within 3 Business Days of delivery.
- 4.4 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Goods shall only be dispatched where either payment is received or the Customer has a Credit Account and has sufficient remaining credit in such Credit Account to cover the cost of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any delay in delivery or failure to deliver the Goods to the extent that such delay or failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods, access to the requested Delivery Location and/or any relevant instruction related to the supply of the Goods.
- 4.6 If the Customer fails to accept delivery of the Goods within 3 Business Days of being notified that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
 - 4.6.1 delivery of the Goods shall be deemed completed at 9.00 am on the third Business Day following the day on which the Supplier notified the Customer that the Goods were ready; and
 - 4.6.2 the Supplier shall store the Goods until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.
- 4.8 The Supplier may deliver the Goods by instalments, which (other than Goods purchased under a subscription) shall be invoiced and paid for separately. Save for subscriptions, each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Quality of Goods

- 5.1 The Supplier warrants that on delivery the Goods shall:
- 5.1.1 conform in all material respects with the Goods Specification;
 - 5.1.2 be free from material defects in design, material and workmanship;
 - 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - 5.1.4 be fit for any purpose held out by the Supplier.
- 5.2 Subject to clause 5.3, the Supplier shall, at its option, repair or replace any defective Goods, or refund the price of the defective Goods in full if:
- 5.2.1 the Customer gives notice in writing in accordance with clause 4.3 or (where the defect could not reasonably have been identified through the inspection referred to in clause 4.3) within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
 - 5.2.2 the Supplier is given a reasonable opportunity of examining such Goods; and
 - 5.2.3 the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost.
- 5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
 - 5.3.2 the defect arises because the Customer failed to follow any instructions provided by the Supplier or (if there are none) good trade practice;
 - 5.3.3 the defect arises as a result of the Supplier following any drawing, design or Goods Specification supplied by the Customer;
 - 5.3.4 the Customer alters or repairs such Goods without the written consent of the Supplier;
 - 5.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions of the Customer; or
 - 5.3.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

- 5.5 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 Returns

- 6.1 Where any Goods are to be returned, the Customer must contact the Supplier and obtain a goods returns number which must then be referenced in relation to such return.
- 6.2 Where 20 or more Goods are to be returned, the Customer must contact the Supplier to notify then Supplier of the number of Goods and must follow any guidance in respect of the return issued by the Supplier.
- 6.3 For the purposes of clause 6.1 and clause 6.2, the Customer should contact the supplier on sales@theiet.org or 03330499123.
- 6.4 The Supplier shall only accept non-defective Goods for return if:
- 6.4.1 the Goods are books and the Customer is a retail outlet;
 - 6.4.2 the Goods are returned within 12 months of the date of sale (or such shorter period as is notified in writing to the Customer in respect of the relevant Goods);
 - 6.4.3 the Customer bears the cost and risk of returning the Goods to the Supplier; and
 - 6.4.4 the Goods have not been used and are in the original manufacturer's packaging (which has not been damaged or defaced).
- 6.5 Goods must be returned to IET Futures Place, Kings Way, Stevenage, Hertfordshire, SG1 2UA.
- 6.6 The Supplier shall refund the Customer for any Goods validly returned within 30 days of the date of return.
- 6.7 Any returned Goods which do not meet the requirements for returns as set out in these Conditions shall be made available for collection by the Customer for a period of 90 days following notification to the Customer that such requirements are not met and may then be destroyed by the Supplier.

7 Title and risk

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 7.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods.
- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

- 7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 7.3.3 maintain the Goods in the condition in which they were received by the Customer and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
 - 7.3.4 notify the Supplier immediately if the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.5; and
 - 7.3.5 allow for the inspection of the Goods by the Supplier or give the Supplier such information relating to the Goods as the Supplier may require from time to time.
- 7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- 7.4.1 it does so as principal and not as the Supplier's agent; and
 - 7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs (in which event, the Customer shall hold any sums received from their relevant customer in respect of the Goods on trust for the Supplier until such time as the Supplier receives payment for the Goods).
- 7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.5, then, without limiting any other right or remedy the Supplier may have:
- 7.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
 - 7.5.2 the Supplier may at any time (at the Customer's expense where the Customer is in breach of any of its obligations under this Contract at the relevant time):
 - (i) require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8 Performance of Services

- 8.1 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects and at any location specified in the Order or Service Specification.

- 8.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. Where no dates are provided, the Services shall be performed in a reasonable time.
- 8.3 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8.4 If the Supplier is in breach of clause 8.3, the Customer's only remedy shall be the right to request that the Supplier re-performs the applicable Services in compliance with clause 8.3 or where such re-performance is not possible, provide a refund of any monies paid by the Customer for the applicable Services. The Customer must make any such request within 10 Business Days of the date of performance of the relevant Services.

9 Customer's obligations

- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information in the Service Specification and/or the Goods Specification are complete and accurate;
 - 9.1.2 co-operate with the Supplier in all matters relating to the Services;
 - 9.1.3 provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - 9.1.4 provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - 9.1.5 prepare the Customer's premises for the supply of the Services and delivery of Goods;
 - 9.1.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - 9.1.7 comply with all applicable laws relevant to the Customer's obligations;
 - 9.1.8 keep all materials, equipment, documents and other property of the Supplier ("**Supplier Materials**") at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - 9.1.9 comply with any additional obligations as set out in the Service Specification and/or the Goods Specification.

9.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

9.2.1 without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of the Supplier's obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;

9.2.2 the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and

9.2.3 the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10 Charges and payment

10.1 Any Customer may request a Credit Account from the Supplier. The Supplier reserves the right to perform credit checks on the Customer in order to set up a Credit Account and/or to determine an appropriate level of credit for the particular Customer, and the Customer consents to such checks by submitting its details to the Supplier. The Customer acknowledges and agrees that:

10.1.1 the Supplier's decision in relation to any Credit Account is final;

10.1.2 the Supplier reserves the right to increase, decrease and/or withdraw the level of credit and/or the Credit Account (as the case may be) at any time and without prior notice to the Customer. Where a Customer is notified that the level of credit in its Credit Account has been decreased or the Credit Account has been withdrawn, the Customer must pay to the Supplier any outstanding amounts which are no longer covered by the Credit Account immediately; and

10.1.3 where the value of an Order for Goods and/or Services would exceed the agreed level of credit (as applicable at the relevant time), then notwithstanding any other provision of these Conditions, the Supplier shall not be obliged to deliver such Goods and/or to supply such Services until either (i) the Supplier has reviewed the Customer's Credit Account and decided (at its sole discretion) to increase the level of credit to include the value of the Order, in which case the Supplier shall notify the Customer of such increase; or (ii) the Customer has paid in full to the Supplier the difference between the full value of such Goods and/or Services (as applicable) and such applicable level of credit.

- 10.2 The price for Goods and/or Services shall be as set out in the Order as accepted by the Supplier (or, if no price is quoted, the Supplier's published price for the relevant Goods or Services) which, unless otherwise stated, shall be exclusive of all costs and charges of packaging, insurance and transport of the Goods, which shall be charged in addition to the price.
- 10.3 The Supplier reserves the right to increase the price of the Goods and/or Services as a result of any factor beyond the control of the Supplier. Any such increase shall be in line with any increase in relevant costs suffered by the Supplier and shall be reflected in the invoice. The Customer shall be entitled to cancel the Order in the event of any such increase on notice in writing to the Supplier within 3 Business Days of the date of the invoice, save where the Supplier has commenced the delivery of the relevant Goods and/or the supply of the relevant Services (as the case may be).
- 10.4 In respect of:
- 10.4.1 Goods where the Customer holds a valid and subsisting Credit Account with sufficient credit remaining to cover the cost of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery;
 - 10.4.2 Goods where the Customer does not hold a valid and subsisting Credit Account or where the Customer does hold a valid and subsisting Credit Account but does not have sufficient credit remaining to cover the cost of the Goods, the Supplier shall invoice the Customer on or as soon as reasonably practicable following receipt of the applicable Order from the Customer;
 - 10.4.3 Services, the Supplier shall invoice the Customer in accordance with the invoice schedule set out in the relevant Order; and
 - 10.4.4 journal subscription Orders, the relevant subscription charges shall be payable in advance of the relevant subscription term.
- 10.5 The Customer shall:
- 10.5.1 where the Customer holds a valid and subsisting Credit Account and subject to any specific Credit Account arrangements notified to the Customer by the Supplier in writing in respect of such Credit Account, pay each invoice submitted by the Supplier within 30 days of the date of the invoice; or
 - 10.5.2 where the Customer does not hold a valid and subsisting Credit Account or the Customer does hold a valid and subsisting Credit Account but does not have sufficient credit remaining to cover the costs of the Goods, pay for the relevant Order on placing such Order or as soon as reasonably practicable following receipt of the applicable invoice from the Supplier (as applicable), provided always that the Customer acknowledges and agrees that, notwithstanding any other provision of these Conditions, the Supplier shall not be obliged to deliver the relevant Goods and/or to supply the relevant Services (including make available any relevant subscription) until the

Customer has, subject to clause 10.1.3, paid in full for such Goods and/or Services (as applicable),

in each case in full and in cleared funds to a bank account nominated in writing by the Supplier or (where ordering by telephone) by debit or credit card, and time for payment shall be of the essence of the Contract.

- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Supplier under the Contract by the due date, then, without limiting the Supplier's remedies under clause 14 (Termination), the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at a minimum of 4% a year.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 10.9 All payments must be made in the currency set out in the invoice.
- 10.10 Payments made to an Agent shall be deemed to be payments to the Supplier where payment to the Agent is expressly provided for in the relevant Order and/or invoice.

11 Intellectual property rights

- 11.1 All intellectual property rights in or arising out of or in connection with the Services (other than intellectual property rights in any materials provided by the Customer) shall be owned by the Supplier or its licensors.
- 11.2 The Customer shall not use any trade marks, trade names or logos which are, or which resemble, the Supplier's trade marks, trade names or logos without prior written consent from the Supplier.
- 11.3 The Supplier grants to the Customer, or shall procure the grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to use and copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 11.4 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 11.3.

- 11.5 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence for the term of the Contract to copy and modify any materials provided by the Customer to the Supplier for the purpose of providing the Services to the Customer.

12 Confidentiality

- 12.1 Each party undertakes that it shall not at any time during the term of this Contract, and for a period of two years after termination of this Contract, disclose to any person any confidential information concerning the price of the Goods or Services, business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
 - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

13 Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation; and
 - 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- 13.3 Subject to clause 13.2, the Supplier's total liability to the Customer under or in connection with the Contract shall not exceed the total of the charges set out in the Order.
- 13.4 During this Contract the Supplier shall maintain in force insurance policies with reputable insurance companies against all risks that would normally be insured

against by a prudent businessman in connection with the risks associated with this Contract, and produce to the Customer on demand full particulars of that insurance and the receipt for the then current premium.

- 13.5 Subject to clauses 13.2 and 13.3, the Supplier's liability in respect of particular aspects of the Goods or Services shall further be limited by any additional limitation of liability referred to in the Order.
- 13.6 Subject to clause 13.2, the following types of loss are wholly excluded and neither party shall have any liability for them under or in connection with this Contract:
- (i) loss of profits;
 - (ii) loss of sales or business;
 - (iii) loss of agreements or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of use or corruption of software, data or information;
 - (vi) loss of or damage to goodwill; and
 - (vii) indirect or consequential loss.
- 13.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 8. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.8 This clause 13 shall survive the expiry or termination of the Contract.

14 Termination

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;
 - 14.1.2 a relevant consent, approval, licence, or authorisation held by the other party is withdrawn, withheld or modified so that the terminating party can no longer comply with its obligations or receive a benefit to which it is entitled;
 - 14.1.3 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its

assets or ceasing to carry on business, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an equivalent effect to this clause;

- 14.1.4 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.5 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if, after receiving a minimum of 5 Working Days' notice from the Supplier that any amount is overdue, the Customer fails to pay any amount due under the Contract.
- 14.3 Without affecting any other right or remedy available to it, the Supplier may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.5, or the Supplier reasonably believes that the Customer is about to become subject to any of them.
- 14.4 The Customer may terminate any subscription for Goods or Services by giving a minimum of one month's written notice to the Supplier by email to sales@theiet.org. Any pre-paid and unexpired portion of such subscription shall be non-refundable in the event of any termination by the Customer under this clause 14.4.

15 Consequences of termination

- 15.1 On termination of the Contract:
 - 15.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 15.1.2 the Customer shall return all of the Supplier Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.
- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.

16 Force majeure

- 16.1 Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a “**Force Majeure Event**”).
- 16.2 A party affected by a Force Majeure Event (“**Affected Party**”) shall as soon as reasonably practicable after the start of the Force Majeure Event, but no later than 10 Business Days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started and its likely or potential duration. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 3 months, the party not affected by the Force Majeure Event may terminate this Contract by giving two weeks' written notice to the Affected Party.

17 Data Protection

- 17.1 Both parties agree that they will comply with their respective obligations under the Data Protection Legislation.

18 Anti-slavery and anti-bribery

- 18.1 In performing their obligations under this Agreement, the Customer and Supplier shall each:
- 18.1.1 comply with all the Anti-Slavery Laws; and
 - 18.1.2 have and maintain throughout the term of this Agreement their own policies and procedures to ensure their compliance with the Anti-Slavery Laws.
- 18.2 Each party confirms to the other that as at the date of this Agreement, in respect of their own officers and employees, no person has been convicted of any offence involving slavery or human trafficking.
- 18.3 Each party shall notify the other party as soon as it becomes aware of any actual slavery or human trafficking in its supply chain which is directly involved in the provision of the Services.
- 18.4 Each party shall respond promptly to all slavery and human trafficking due diligence questionnaires issued to it by the other party in relation to the Services from time to time and shall ensure that its responses to all such questionnaires are complete and accurate to the best of its knowledge.
- 18.5 The Customer and Supplier shall comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010.

19 **General**

19.1 **Assignment and other dealings.** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Supplier.

19.2 The Supplier may at any time assign, subcontract or deal in any other manner with any or all of its rights and obligations under this Contract, provided that the Supplier shall at all times remain liable for the actions or omissions of its subcontractors. Where the Supplier appoints a subcontractor, the Customer's obligations under clause 9 in relation to the Supplier shall be deemed to also include such subcontractor.

19.3 **Notices.**

19.3.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or (in respect of notices or communications sent and received in the United Kingdom) by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to the address contained on the relevant Order which, in the case of a notice or other communication to the Supplier, shall be sent to sales@theiet.org (copied to legalandcontracts@theiet.org).

19.3.2 Any notice or communication shall be deemed to have been received:

- (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (ii) if (in respect of notices or communications sent and received in the United Kingdom) sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 19.3.2(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

19.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19.4 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary

to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 19.5 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.6 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.7 **Entire agreement.**
- 19.7.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.7.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 19.8 **Third party rights.** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 19.9 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 19.10 **Mediation.** If any dispute arises in connection with this Contract, the parties agree to attempt to resolve a dispute between the parties in the first instance. If the attempt is unsuccessful, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The commencement of a mediation will not prevent the parties commencing or continuing court proceedings.
- 19.11 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

formation shall be governed by and construed in accordance with the law of England and Wales.

- 19.12 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 19.13 **Language governing the Contract.** The Contract is drafted in, and will be governed by, the English language only.