

Bookshop Terms and Conditions

This page (together with the documents referred to in it) tells you (“**you**” means the party wishing to use our Bookshop) the terms and conditions on which we (“**we**”, “**us**”, “**our**” and “**CIPS**” means the Chartered Institute of Procurement & Supply) supply books and the CIPS Risk Index (powered by Dun & Bradstreet) Reports listed on our online bookshop (“**Bookshop**”) and is to be read in conjunction with our General Terms & Conditions of Business and Website Use (“**General Terms**”) which can be found on the CIPS Website www.cips.org/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 ordering any books. You should understand that by ordering any of our books, you agree to be bound by these terms and conditions.

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

The Bookshop is operated by CIPS Services Limited, which is a wholly-owned subsidiary company of CIPS, registered in England and Wales under company number 2610367. Our subsidiary’s registered office is Easton House, Church Street, Easton on the Hill, Stamford, PE9 3NZ.

1. Description of products and pricing

We will take all reasonable care to ensure that all details, descriptions and prices of products appearing on the Website are correct at the time when the relevant information was entered onto the system. Although we aim to keep the “**Website**” (means www.cips.org) as up to date as possible, the information including product descriptions appearing on the Website at a particular time may not always reflect the position exactly at the moment you place an order. We cannot confirm the price of a product until your order is accepted in accordance with our order acceptance policy.

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 the items you have ordered prior to their dispatch, we will tell you and give you the option of either reconfirming your order at the correct price or cancelling your order. In this instance, if we are unable to contact you or we receive no reply from you your order 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.

2. How to place an order

Orders can currently be made via the Website, by telephone on +44 (0) 845 880 1188, email to bookshop.orders@cips.org or by post. Payment must be received for the entire order before it can be processed.

3. Prices, delivery charges and VAT

All of the prices for Bookshop products are quoted in UK pounds sterling. Where VAT is applicable, this is included in the price.

Discounts are available on certain Bookshop products for current members of CIPS. If placing an order via the Website, please log on to the Website as a member before placing your order to receive the membership discount. When ordering by any other means, you should quote your membership number in order to be entitled to a discount. If you fail to log into the Website or mention your membership status at the time of placing your order, you will be charged the full price on your order. Unfortunately we cannot offer any retrospective refund or credit for any membership discount that you would have been entitled to receive.

Delivery charges are in addition to the prices shown for individual products. If ordering via the Website, delivery charges will be calculated when you proceed to the checkout. If ordering by telephone, delivery charges will be quoted to you over the telephone. If you are ordering by post or by email, it is advisable to enquire with the Bookshop Team in order to verify postage costs before making any payment in order to avoid unnecessary delays in the fulfilment of your order.

If you make several different transactions, it is not possible to consolidate orders and retrospectively alter details of those orders including, but not limited to, the delivery charges.

4. How to pay

Ordering via the Website

If you are ordering via our Website, you can only pay by credit or debit card. RBS Worldpay handles our online credit and debit card transactions in a secure environment. We accept American Express, Visa, Mastercard and Maestro.

Other payment methods

Payment for orders placed by email, telephone, or post can be made by the following means:

- Credit or debit card;
- Direct bank transfer to the CIPS bank account details of which can be found below;
- Cheques by post made payable to “CIPS”;
- If you are a member of CIPS, using any credit that you have standing on your CIPS account.

You are advised to notify the Bookshop Team in advance if you wish to pay by direct bank transfer to ensure the swift processing of your order. Your order will not be confirmed or despatched until full payment is received.

Please note that we do not accept payment by cash or payments in any currency other than UK pounds sterling.

5. Website purchases

The technical steps required to create the contract between you and us via the Website Bookshop are as follows:

- To purchase an item on the Website, click on the “Add to Basket” icon. Repeat for all items that you wish to purchase.
- Once you are ready to complete your order, click on the “Basket” button in the CIPS banner.
- You will be guided through the process of placing your order by a series of simple instructions on the Website. Following this, the Website will summarise the total cost of the order, including postal

charges. You can press the “back” button on your web browser at any time to make amendments to your order.

- You complete the order for your products on the Website by pressing the “Make Payment” button at the end of the checkout process.
- We will send to you an order acknowledgement email detailing the products you have ordered. This is not an order confirmation or order acceptance from CIPS.
- As your product is shipped from our warehouse we will send you a despatch confirmation email.
- Order acceptance and the completion of the contract between you and us will take place on the despatch to you of the products ordered unless we have notified you that we do not accept your order, or you have cancelled it in accordance with the instructions in Changing your order (below).

Non-acceptance of an order may be a result of one of the following:

- The product you ordered being unavailable from stock;
- Full payment not having been received;
- The identification of a pricing or product description error;
- Incorrect address details entered onto the website

6. Digital downloads

Acceptance of these Terms and Conditions means that, unless the material downloaded has been corrupted, you consent to lose your right to cancel or return digital content once you have downloaded digital files, or received digital files via email.

7. Special Order Items

Special Order Items are books that are not held in stock and are ordered specifically for an order.

Please note that if you buy a Special Product, payment will be in advance (‘Advance Payment’) and will be processed when you submit your order. CIPS will do its utmost to acquire your item quickly though delays may occur if the item is out of stock with our supplier. We are unable to provide you with an exact date that your ordered item will reach you but will make every endeavour to deliver your order within 14 (fourteen) days.

All items ordered at the same time as a Special Order Item will be delivered in one consignment when the Special Order Item is available, and cannot be delivered separately.

Please be aware that we may on occasion be unable to deliver selected Special Order Items due to unforeseen circumstances. If this happens we will notify you by email and refund the Advance Payment to your credit/debit card as soon as possible, no more than 30 (thirty) days after being advised that the book is unavailable.

8. How are my books sent?

Where the products that you have ordered are in stock, we aim to dispatch your order within 1 (one) “**Working Day**” (means Monday to Friday excluding UK bank holidays) for orders received before 2pm.

All dispatch and delivery times quoted are estimates only as delays can sometimes occur. Within the UK, small parcels of one book only are sent by First Class post and larger orders of two books or more are sent by next day courier. Orders sent by courier will require a signature therefore please bear this in mind when choosing

your delivery address. If you require your order to be redirected to a different address, the cost of such redirection shall be borne by you.

All orders sent outside the United Kingdom are sent by courier. Upon despatch of your order, you will be sent the airway bill number in order for you to track the progress of your parcel. Orders usually take between 3 – 7 (three to seven) Working Days to arrive, depending on the destination. CIPS cannot be held liable for any delay in the delivery of your package resulting from local customs practices.

CIPS requires your shipping address, phone number and email address in order to ship to you and it is your responsibility to ensure these details are entered fully and correctly. These details may be used by our carrier to contact you to organise delivery.

9. Changing your order

If you need to change your order, please contact the Bookshop Team on +44 (0) 845 880 1188 or email them at bookshopinfo@cips.org. Please have your order confirmation number ready (if applicable). It may not be possible to change your order if it has already been processed or despatched, in which case, please follow our returns policy below.

If you make several different transactions, it is unfortunately not possible to consolidate orders and retrospectively alter details of those orders, including but not limited to, the delivery charges.

10. Returns policy

In compliance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, and the Consumer Protection (Amendment) Regulation 2014 (hereafter, collectively referred to as 'Consumer Contracts Regulations'), consumers have 14 (fourteen) Working Days from the receipt of their books in which to cancel their order. You can notify us of your wish to cancel your order by emailing the Bookshop at bookshopinfo@cips.org or by telephoning the Customer Services Team on +44 (0) 845 880 1188.

If you wish to exercise your right to cancel your order, CIPS will refund the original purchase price and delivery charge. Unfortunately we cannot refund delivery charges for books sent outside the EU. You have a legal obligation to take reasonable care of the books while they are still in your possession. If you fail to comply with this obligation, we may have a right of action against you for breach of a statutory duty.

You are responsible for the cost of returning the unwanted items to CIPS in accordance with our Returns procedure (below).

11. Returns procedure

If you cancel your order within 14 (fourteen) Working Days after the date of delivery and there has been no error on our part you must immediately return the unwanted items, unused and in the same condition in which you received them, to the following address:

CIPS Bookshop
c/o Linney Direct
B7 Goods in
Bellamy Road
Mansfield
Nottinghamshire
NG18 4LN

United Kingdom

All items returned must be repackaged securely and within the package you should include your invoice number, email address or telephone number and instructions as to whether you would like a refund or to exchange the item(s). Refunds and exchanges will be processed as soon as possible, but in any event in no more than 30 (thirty) days. If you are returning an item that was part of a larger order, we will only refund that part of the order and postage that relates to the item that was returned.

Under the Consumer Contracts Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund if you request one in writing within 14 (fourteen) Working Days of receipt.

If payment for the order was originally made by credit or debit card, any refund will be made back to the same card. If payment for the order was made by another method, such as cheque or bankers' draft, a refund will be made by direct bank transfer to a bank account that you elect.

12. Items sent in error

If you have received an item in error please contact the Bookshop Team as soon as possible and we will replace the item we sent you with the item you ordered as soon as we can.

Please send the incorrect item back to us within 30 (thirty) days of receipt and we will refund your return postage costs. Where you are returning an item provided in error by CIPS, the item must be repackaged securely and within the package you should include your invoice number, email address or telephone number. The package should be sent to the following address:

CIPS Bookshop
c/o Linney Direct
B7 Goods in
Bellamy Road
Mansfield
Nottinghamshire
NG18 4LN
United Kingdom

If you do not return the original item to us by the end of the 30 (thirty) day period, we reserve the right to keep the payment of your original item. You have a legal obligation to take reasonable care of the books while they are still in your possession. If you fail to comply with this obligation, we may have a right of action against you for breach of a statutory duty.

Under the Consumer Contracts Regulations, if you buy online or by phone, your consumer rights entitle you to a full refund if you request one in writing within 14 (fourteen) working days of receipt.

13. Damaged items

If on receipt of your order, you find that an item is damaged please contact the Bookshop Team within 14 (fourteen) days of the date of delivery or the date when you ought to have discovered the defect. We will then replace the damaged item as soon as we can. In the event that we cannot replace the damaged item we will give you a full refund.

Please send the damaged item back to us within 30 (thirty) days of receipt and we will examine the returned item and will notify you for your refund via email within a reasonable period of time. We will usually process

the refund due to you as soon as possible and in any case within 30 (thirty) days of the day we confirmed to you via email that we you were entitled to a refund. Where you are returning a damaged item, the item must be repackaged securely and within the package you should include your invoice number, email address or telephone number. The package should be sent to the following address:

CIPS Bookshop
c/o Linney Direct
B7 Goods in
Bellamy Road
Mansfield
Nottinghamshire
NG18 4LN
United Kingdom

If you do not return the original item to us by the end of the 30 (thirty) day period, we reserve the right to keep the payment of your original order.

Under the Consumer Contracts Regulations 2013, if you buy online or by phone, your consumer rights entitle you **to a full refund if you request one in writing within 14 (fourteen) Working Days of receipt.**

14. Lost items

Occasionally there may be a delay in the delivery of your order. For deliveries within the UK, please allow 10 (ten) Working Days from date of dispatch. If after 10 (ten) Working Days your items have not arrived please contact the Bookshop Team on +44 (0) 845 880 1188 or bookshopinfo@cips.org.

15. Editions of books

Whilst CIPS endeavours to stock the most up to date editions of the books it sells on the Website, it cannot guarantee that the advertised book is the latest edition of that particular title. It is for you to ensure that you are buying the correct edition for your requirements.

16. CIPS Profex Study Packs (“Study Packs”)

CIPS, together with Profex, publishes CIPS Profex Study Packs for the study of CIPS qualifications. From time to time these Study Packs will be modified and updated. Any upcoming changes to our Study Packs will be notified on the Bookshop homepage at least 3 (three) months before any revised editions are expected to be published (“Notification”).

Any customer who buys any currently available Study Pack during such notification period shall be deemed to be aware of the future publication of a new edition and any upgrade to such new edition shall be entirely at the customer’s cost.

Any Study Packs bought more prior to the release of a Notification period are bought at the customer’s own risk.

17. Dun & Bradstreet Reports

If you purchase a Dun & Bradstreet (“D&B”) ‘Country Insight’ or ‘Country RiskLine’ report, you agree to the following **additional** terms and conditions;

17.1. Restrictions on Use

- 17.1.1 The use of information (“Information”) is subject to these terms and conditions (“Terms of Use”). The Information is licensed to you (“End User”) for End User’s internal business use only in the territory in which it is purchased. Such licence is non-exclusive, non-transferable and limited for the Term (as defined in Section 17.8.2 below) and is subject to the restrictions set forth herein. D&B retain all ownership rights (including copyrights and database rights and other intellectual property rights) in the Information in any form and End User obtains only such rights as are explicitly granted in these Terms of Use.
- 17.1.2 End User shall not request or make available Information for the use of others, including for any parent, subsidiary, affiliated entity, franchisee or dealer of End User. End User shall not make Information available to others in any form, unless required by law where End User has notified D&B or unless End User first obtains D&B’s written consent.
- 17.1.3 End User shall not use Information in connection with providing advice or recommendations to others, publish Information in the news media, incorporate or use Information in any kind of database or marketing list to be provided to a third party, use Information to generate any statistical or other information that is or will be provided to third parties, use or permit the use of Information to prepare any comparison to other information databases that will be provided to third parties, or produce Information in judicial or administrative proceedings, including discovery proceedings, without D&B’s prior written consent, unless required by law and where End User has notified D&B of such legal requirement.
- 17.1.4 End User may use Information only in connection with the particular transaction for which such Information was originally requested. End User shall not re-license, resell or further distribute Information.
- 17.1.5 Except as expressly permitted:
- 17.1.5.a End User shall use the Information in the form and format purchased;
 - 17.1.5.b End User shall not otherwise alter the information or manipulate or modify it in any way, or merge any of the information with any other products or services;
 - 17.1.5.c End User shall not otherwise disaggregate the Information or develop any database, information file or service from such dis-aggregation; and
 - 17.1.5.d End User shall not otherwise (i) combine the information or any part thereof with another database or with any other information file whether for the purpose of creating a new database, information file or otherwise and (ii) shall keep the information separate from other databases and/or data.

17.2. Copying

End User shall not copy, download, batch harvest, upload or in any other way reproduce the Information for the purpose of aggregating the Information, save that End User may create a copy or backup of the Information for the purpose of maintaining an internal archive or for regulatory compliance. Such backup or archive shall not be used for any commercial purpose.

17.3. Compliance with Laws

- 17.3.1 End User will not use Information as a factor in establishing an individual’s eligibility for (i) credit or insurance to be used primarily for personal, family, or household purposes, or (ii) employment. In addition, End User will not use Information to engage in any unfair, anti-competitive or deceptive practices and will use the Information only in compliance with applicable laws or regulations, including laws and regulations regarding telemarketing, customer solicitation (including fax and/or e-mail solicitation), data protection, privacy and anti-corruption.
- 17.3.2 In relation to personal data contained in the Information, End User undertakes to comply with the following obligations: (i) to use such personal data only for internal business use in connection with the particular transaction for which the Information was originally requested; (ii) to ensure that such personal data is only used by appropriate authorised and trained personnel; (iii) to take and

maintain appropriate technical and organisational security measures and procedures to safeguard such personal data from accidental loss or unauthorised disclosure; and (iv) subject to the requirements of applicable data protection regulations, to keep such personal data strictly confidential.

17.4. Limitation of Liability

- 17.4.1 End user agrees that in no event shall D&B (or D&B's affiliates, including but not limited to The Chartered Institute of Procurement and Supply) be liable for any loss or damage of any kind or character (including, but not limited to, special, indirect, incidental, punitive, or consequential damages) even if advised of the possibility of such damages arising out of the use of the information, including without limitation any loss or damages arising out of any credit decisions made, any loss of profit, saving or goodwill, and any loss or damage arising out of the conduct of third parties.
- 17.4.2 In no event shall D&B's liability under this agreement exceed the greater of (i) the amount D&B received for the particular information provided to end user that is the subject of the claim or (ii) a sum equivalent to GBP £20,000.

17.5. Disclaimer of Warranties

- 17.5.1 Though D&B use extensive procedures to keep its database current and to maintain accurate data, End User acknowledges that the Information will contain a degree of error. End User accepts that it (i) is responsible for determining whether the Information is sufficient for End User's use and (ii) must rely entirely upon its own skill and judgment when using the Information.
- 17.5.2 All information is provided on an "as is", "as available" basis. Save as otherwise stated in these terms, D&B disclaims all warranties, express or implied, including any warranties of accuracy, completeness, currentness, merchantability, or fitness for a particular purpose. D&B will not be liable for any loss or injury arising out of, in whole or in part, D&B's conduct in procuring, compiling, collecting, interpreting or reporting information.

17.6. Intellectual Property

End User acknowledges and agrees that the Information is proprietary to D&B and comprises: (a) works of original authorship, including compiled information containing D&B selection, arrangement and coordination and expression of such information or pre-existing material it has created, gathered or assembled; (b) confidential and trade secret information; and (c) information that has been created, developed and maintained by D&B at great expense of time and money, such that misappropriation or unauthorised use by others for commercial gain would unfairly or irreparably harm D&B. End User agrees that it will not commit or permit any act or omission by its agents, employees, or any third party that would impair D&B copyright, database rights or other proprietary and intellectual rights in the Information. End User will not use any of D&B's trade names, trademarks, service marks or copyrighted materials in listings or advertising in any manner without D&B prior written approval. Where required by D&B, End User shall reproduce D&B copyright notice and proprietary rights legend on all authorised copies of such Information.

17.7. Indemnification

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

17.8. Miscellaneous

- 17.8.1 Notwithstanding any provision in these Terms of Use, D&B's liability to End User for death or injury resulting from its own or that of its employees', agents' or subcontractors' negligence, or for fraudulent misrepresentations, shall not be limited.

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- 17.8.2 The term of End User's licence for any particular Information (or element thereof) is ten (10) years from the date such Information is obtained by End User (the "Term"). D&B may terminate such licence immediately upon written notice to the End User in the event of End User's breach of these Terms of Use.
 - 17.8.3 This Agreement is governed by and construed in accordance with the laws of England and both parties irrevocably submit to the exclusive jurisdiction of the English Courts.
 - 17.8.4 Without prejudice to any other rights that D&B may have under this Agreement or at law, if in D&B's reasonable opinion the End User has violated these Terms of Use, D&B may suspend End User's access to the Information while the violation is investigated. Any investigation will be carried out promptly and End User agrees to cooperate with D&B in connection with any such investigation.
 - 17.8.5 Upon expiry or termination of the Term with respect to the Information, End User shall immediately delete, destroy or return all originals and copies of any Information, unless End User is otherwise instructed by D&B; and upon request, shall provide D&B with written certification thereof. This provision shall not apply to the archival copies of the Information as permitted in Section 17.2 above.

18. Import Taxes and Customs

You may have to pay import taxes and/or customs duties. You may also be required to pay a brokerage (handling) fee for the shipment. These charges are separate from your shipping charge and you will be billed directly for them. For the avoidance of doubt, CIPS will not charge you for, and is not liable to pay, any customs or brokers charges incurred in delivering goods which have been shipped internationally.

Due to International laws, CIPS states the full value of your order on shipping documentation, minus the shipping charge. As CIPS is a retailer, CIPS is not able to mark these as 'gifts' or 'personal possessions'. If you are not familiar with the customs laws in your country, please check with your local customs office to ensure that the importing of the products you are planning to order from us is allowed and if any additional licenses or permits are needed. Customs regulations differ by country and not knowing their regulations can result in your order incurring higher import duties, a delay in delivery or refusal. CIPS will not be liable for packages refused or held by customs.

If your order is returned to us due to a refusal to pay customs fees, refusal to accept the order or because no one was there to accept delivery of your order or because of a wrong address, you will be refunded the total amount of the order, minus the shipping charge, 10% (ten per cent) of the value of the order as a re-stocking fee, and any other fees that are incurred by CIPS during shipping including but not limited to warehousing fees and return postage/courier fees. If the cost to return the product to us is larger than the cost of the refund due, we will abandon the shipment and there will be no credit for the order.

Refunds are not available if you choose postage as a shipping method and your order is lost, although CIPS will give every assistance in trying to help track the consignment.

19. Promotions

Any promotions and discounts are given at our discretion and may be withdrawn by us without notice.

20. Risk and Title

From the point of delivery, responsibility for the loss, breakage and damage of any products purchased from CIPS passes entirely to you. Ownership of the items will only pass to you when we receive payment in full of all sums owing to us, whether for books or for any other goods or services supplied by CIPS.

21. Data Protection

The personal data that we collect from you and hold is important to us and is handled in accordance with our Privacy Statement <https://www.cips.org/en-gb/aboutcips/general-terms--conditions/privacystatement/> . We are committed to ensuring that your privacy is protected. Where we ask you to provide information by which you can be identified you can be assured that it will only be used in accordance with this Privacy Statement.

22. CIPS bank details

Name of Bank	Barclays Bank plc
Address	46/49 Broad Street Stamford Lincolnshire PE9 1PZ
Sort Code	20-81-53
Account No	00511935
Account Name	CIPS
Swift Address	BARCGB22
IBAN (UK Sterling)	GB 51 BARC 2081 5300 5119 35

Please email a copy of your bank receipt to our Bookshop Team (bookshop.orders@cips.org) ensuring you quote your full name and either your CIPS membership number, enquiry number or CIPS company number.

23. Bookshop contact details

Telephone:	+44 (0) 845 880 1188
Email orders:	bookshop.orders@cips.org
Email queries:	bookshopinfo@cips.org
Address:	CIPS Book Shop Customer Response Centre PO Box 9156 Adamsway, Mansfield Nottinghamshire NG18 8DS VAT number: 342-6489-42

24. Complaints

At CIPS we are committed to providing a high standard of customer care. If you are not happy with any element of the customer service that you have received from the Bookshop Team, please contact:

Bookshop manager
Telephone: +44(0)1780 756777

25. 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 jurisdiction of the courts of England.