IChemE
Institution of Chemical Engineers

CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATION

In these Conditions, the following terms shall have the following meanings:

“Booking Confirmation”	a written confirmation from IChemE that a booking for an Event has been accepted;
“Consumer”	any Customer who is acting for purposes that are outside their business;
“Contract”	any contract made between IChemE and Customer for the sale and purchase of Products incorporating these Conditions;
“Customer”	any person purchasing Products from IChemE;
“Event”	any event organised and held by or on behalf of IChemE;
“Goods”	any goods agreed in the Contract to be supplied to Customer by IChemE (including any part or parts of them);
"IChemE"	Institution of Chemical Engineers, a body incorporated by Royal Charter having a place of business at Davis Building, 165 – 189 Railway Terrace, Rugby, Warwickshire CV21 3HQ;
“Products”	any Goods and/or Events.

2. APPLICATION OF CONDITIONS

2.1. Subject to condition 2.3, the Contract shall be on these Conditions to the exclusion of all other terms and conditions.

2.2. No terms or conditions endorsed on, delivered with or contained in Customer's order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3. These Conditions apply to all sales of Products by IChemE and any variation to these Conditions and any representations about the Products shall have no effect unless expressly agreed in writing and signed by an authorised representative of IChemE. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of IChemE which is not set out in the Contract. Nothing in this condition shall exclude or limit IChemE's liability for fraudulent misrepresentation.

3. ORDERS AND QUOTATIONS

3.1. Each order for Products placed by Customer shall be deemed to be an offer by Customer to buy Products subject to these Conditions.

3.2. In respect of Products which are Goods, no order placed by Customer shall be deemed to be accepted by IChemE and no Contract shall come in existence until IChemE despatches the Goods for delivery to Customer.

3.3. In respect of Products which are Events, no order placed by Customer shall be deemed to be accepted by IChemE and no Contract shall come in existence until IChemE provides a written Booking Confirmation.

3.4. Any quotation given by IChemE is on the basis that no Contract shall come into existence until a relevant order is placed by Customer and accepted by IChemE in accordance with either condition 3.2 or 3.3 (as appropriate). Any quotation is valid for a period of thirty (30) days only from its date, provided that IChemE has not previously withdrawn it.

4. DELIVERY AND CANCELLATION OF GOODS

4.1. Delivery of the Goods shall take place at Customer's address unless otherwise specified in the Contract.

4.2. If Customer is dealing as a Consumer:

4.2.1. the Goods shall be delivered by the date set out in the Contract or, if no delivery date is specified, then within thirty (30) days of IChemE despatching the Goods;

4.2.2. Customer may cancel the Contract for the sale and purchase of Goods at any time without reason within seven (7) working days, beginning on the day after Customer received the Goods, by notifying IChemE in writing and IChemE shall refund Customer the full price paid for the cancelled Goods, including the original delivery costs paid by Customer, as soon as possible and, in any case, within thirty (30) days of the date Customer gives notice of cancellation;

4.2.3. Customer shall return any Goods cancelled under condition 4.2.2 to IChemE at Customer's own cost and risk. Customer shall take reasonable care of the Goods while they are in Customer's possession; and

4.2.4. Customer's right to cancel under condition 4.2.2 shall not apply in respect of any Goods which consist of:

4.2.4.1. newspapers, periodicals or magazines, including those delivered on a subscription basis; or

4.2.4.2. audio or video recordings or computer software unsealed by Customer.

4.3. If Customer is not dealing as a Consumer:

4.3.1. any dates specified by IChemE for delivery of Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time; and

4.3.2. Customer shall inspect the Goods upon delivery and shall notify IChemE in writing (i) within seven (7) working days from the delivery date of any defects in the Goods; and (ii) within fifteen (15) working days from the delivery date of any shortage or non-receipt of Goods, otherwise the Goods shall be deemed accepted by Customer.

4.4. In respect of Goods which consist of journals regularly published by IChemE and delivered to Customer under the Contract on a subscription basis, upon non-delivery of journals IChemE shall re-deliver the shortfall provided Customer provides IChemE with full details of the shortfall within three (3) months of the date of issue of the relevant journal. After this period of time, Customer shall only be entitled to order back issues of the relevant journals at Customer's additional cost.

5. COMMENCEMENT AND CANCELLATION OF EVENTS

5.1. If Customer is dealing as a Consumer:

5.1.1. the Event shall be held on the date set out in the Contract unless otherwise agreed;

5.1.2. subject to condition 5.1.3 below, Customer may cancel the Contract for the Event at any time without reason within seven (7) working days, beginning on the day after the Booking Confirmation, by notifying IChemE in writing and IChemE shall refund Customer the full price paid under the Contract as soon as possible and, in any case, within thirty (30) days of the date Customer gives notice of cancellation; and

5.1.3. where the Event is agreed under the Contract to take place during the seven (7) working day cancellation period under condition 5.1.2, Customer shall have no right to cancel the Contract following the commencement of the Event.

5.2. If Customer is not dealing as a Consumer, IChemE reserves the right to:

5.2.1. change the programme content, timing or speakers of the Event prior to its commencement;

5.2.2. change the date or venue of the Event upon reasonable notice; and/or

5.2.3. cancel the Event prior to its commencement provided that following such cancellation IChemE shall refund Customer in full any monies paid by Customer to IChemE under the Contract.

5.3. In addition to any right Customer may have to cancel the Contract for the Event under condition 5.1.2, Customer may cancel the Contract at any time without reason prior to commencement of the Event by notifying IChemE in writing. IChemE shall refund Customer 10% of the monies paid by Customer to IChemE under the Contract if the Event is cancelled more than 28 days prior to its commencement. Customer shall not be entitled to any refund if the Contract is cancelled less than 28 days prior to the commencement of an Event.

6. RISK/TITLE

6.1. The Goods are at the risk of Customer from the time of delivery.

6.2. Ownership of the Goods shall not pass to Customer until IChemE has received all sums due to it in respect of the Goods and all other sums which are or which become due to IChemE from Customer on any account.

7. PRICE

7.1. Unless otherwise stated in the Contract, the prices payable for Products shall be the relevant price in IChemE's published price list current at the date of delivery of the Goods or the Booking Confirmation.

7.2. Where the Contract is made pursuant to a quotation or order form provided by IChemE (and accepted by IChemE in accordance with condition 3) which contains prices which are different from the published price list then the prices shown in the quotation or order form shall be the prices payable for the Products under the Contract.

7.3. Unless otherwise stated in the Contract, the price for the Products shall be exclusive of any value added tax (or other applicable goods and services tax) and all costs or charges in relation to packaging, loading, unloading, carriage, freight and insurance, all of which amounts Customer shall pay in addition when it is due to pay for the Products.

8. PAYMENT

8.1. Unless otherwise agreed in writing, payment by Customer is required prior to the delivery of the Goods or the holding of the Event (as applicable). Where IChemE agrees to submit an invoice for the Products, payment shall be due thirty (30) days from the invoice date or prior to the start date of the relevant Event, whichever is sooner.

8.2. Payment of the price for the Products is due in Pounds Sterling (£) and time for payment shall be of the essence.

8.3. No payment shall be deemed to have been received until IChemE has received cleared funds.

8.4. Customer shall make all payments due under the Contract in full without any deduction.

8.5. If Customer fails to pay IChemE any sum due pursuant to the Contract, IChemE reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9. LIMITATION OF LIABLITY

9.1. This condition 9 sets out the entire financial liability of IChemE (including any liability for the acts or omissions of its employees, agents and sub-contractors) to Customer in respect of any breach of the Contract, any use made or resale by Customer of Products and any representation, statement or tortious act or omission (including negligence) arising or in connection with the Contract.

9.2. Subject to condition 9.3:

9.2.1. IChemE's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and

9.2.2. IChemE shall not be liable to Customer for any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, even if foreseeable, howsoever caused, arising or in connection with the Contract.

9.3. Nothing in these Conditions excludes or limits the liability of IChemE: (i) for death or personal injury caused by IChemE's negligence; (ii) under section 2(3) Consumer Protection Act 1987; (iii) for fraud or fraudulent misrepresentation; or (iv) for any other liability which IChemE cannot lawfully limit or exclude.

10. GENERAL

Severability

10.1. If any provision of the Contract is declared void or otherwise unenforceable then the provision shall be omitted and the remaining provisions of the Contract shall continue in full force and effect.

Waiver

10.2. Failure or delay by either party to exercise any right or remedy under the Contract shall not be deemed to be a waiver of that right or remedy, or prevent the party from exercising that or any other right or remedy on any occasion.

Force Majeure

10.3. IChemE shall not be liable to Customer if it is prevented from performing the Contract due to circumstances beyond the reasonable control of IChemE.

Assignment and Sub-contracting

10.4. IChemE shall be entitled to assign or sub-contract the Contract or any right or obligation under it to any person, firm or company. Customer shall not assign, sub-contract or otherwise deal with the Contract or any right or obligation under the Contract without the prior written consent of IChemE.

Third Party Rights

10.5. The Contracts (Rights of Third Parties) Act 1999 and any legislation amending or replacing this Act shall not apply in relation to the Contract and nothing in the Contract shall confer on any third party the right to enforce any provision of the Contract.

Law and Jurisdiction

10.6. The Contract and any dispute or claim arising out of or in connection with it shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.