

About the Institute and Faculty of Actuaries' eShop

We sell publications issued by the Institute and Faculty of Actuaries and titles by external publishers. A small selection of other items such as ties and calculators are also available.

All items for sale on our website are referred to as 'Products' on this page.

The eShop is able to negotiate discounts for many of the Products and these savings are passed on to customers. We also promote a *"Book of the Month"* with an additional discount.

Please note: The Institute and Faculty of Actuaries does not endorse any of the Products and Product ratings are for guidance only.

If you wish to browse but do not want to make a purchase online, you can buy all Products by contacting the Publications Shop in Oxford, telephoning us on +44 (0)1865 268206 or sending an email to **publications@actuaries.org.uk**

If you have any suggestions for improvements to our service or any additional titles that you think we should stock then please <u>contact us</u>.

eshop Terms and Conditions

1. Information about us

- **1.1** We operate the website <u>www.actuaries.org.uk</u>. We are the Institute and Faculty of Actuaries (RC000243), we are incorporated by Royal Charter. Our main office is at Staple Inn Hall, London WC1V 7QJ.
- 1.2 Our VAT number is 232-7987-36

2. Your status

By placing an order through our site, you warrant that:

- a) you are legally capable of entering into binding contracts; and
- b) you are at least 18 years old.

3. How the contract is formed between you and us

3.1 After placing an order, you will receive an e-mail from us acknowledging that we have received your order and the contract between us (**Contract**) will only be formed at that point. All orders are subject to acceptance by us.

3.2 The Contract will relate only to those Products whose dispatch we have confirmed in the Dispatch Confirmation. We will not be obliged to supply any other Products which may have been part of your order until the dispatch of such Products has been confirmed in a separate Dispatch Confirmation.

4. Consumer rights

- **4.1** If you are contracting as a consumer, you may cancel a Contract at any time within seven working days, beginning on the day after you received the Products. In this case, you will receive a full refund of the price paid for the Products (see our Refunds Policy at clause 9).
- **4.2** To cancel a Contract you must inform us via <u>email</u>, telephone +44 (0)1865 268206 (between 09.00-17.00 (UK time) Monday to Friday) or via fax on: +44 (0)1865 268211.
- **4.3** You must also return the Products to us as soon as reasonably practicable and at your own cost within 14 days of the invoice date. You have a legal obligation to take reasonable care of the Products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.
- 4.4 You will not have any right to cancel a Contract for the supply of any of the following Products:
 - a) Magazines; and
 - b) Core Reading materials.

5. Availability and delivery

5.1 We will aim to dispatch your order on the first working day after the day that the order is placed.

6. Risk and title

6.1 The Products will be at your risk from the time of delivery.

7. Price and payment

- **7.1** The price of the Products and our delivery charges will be as quoted on our site from time to time, except in cases of obvious error.
- 7.2 We will take payment for all Products in full from you at the time that you place your order.
- 7.3 Product prices exclude VAT. VAT will be payable where relevant at the prevailing rate.
- **7.4** Product prices and delivery charges are liable to change at any time, but changes will not affect orders in respect of which we have already confirmed receipt.
- **7.5** Our site contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on our site may be incorrectly priced. If a Product's correct price is higher than the price stated on our site, we will normally, at our discretion, refund that part that of the order or reject your order and notify you of such rejection.
- **7.6** We are under no obligation to provide the Product to you at the incorrect (lower) price, even after we have confirmed receipt of your order, if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as an error.

- 7.7 Payment for all Products ordered online must be by credit or debit card. We accept payment with:
 - a) Visa
 - b) Mastercard
 - c) Eurocard
 - d) Switch

We will charge your credit or debit card at the time that you place your order and any applicable credit card charges will show on your invoice.

8. Our refunds policy

If you return a Product to us:

- a) because you have cancelled the Contract between us within the seven-day cooling-off period (see clause 4.1 above), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product in full. However, you will be responsible for the cost of returning the item to us.
- b) for any other reason (for instance, because you have notified us in accordance with clause 19 that you do not agree to a change in these terms and conditions or in any of our policies, or because you consider that the Product is defective), we will examine the returned Product and will notify you of your refund via e-mail 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 days of the day we confirmed to you via e-mail that you were entitled to a refund. We will refund the price of a defective Product in full, any applicable delivery charges and any reasonable costs you incur in returning the item to us.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

9. Warranty

We warrant to you that any Product purchased from us through our site will, on delivery, conform in all material respects with its description and be of satisfactory quality.

10. Our liability

- **10.1** Subject to clause 10.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Products.
- **10.2** Subject to clause 10.3, we will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:
 - a) loss of income or revenue;
 - b) loss of business;
 - c) loss of profits;
 - d) loss of anticipated savings;
 - e) loss of data; or
 - f) waste of management or office time.

However, this clause 10.2 will not prevent claims for loss of or damage to your tangible property that

are foreseeable or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive of this clause 10.2.

- **10.3** Nothing in this agreement excludes or limits our liability for:
 - a) death or personal injury caused by our negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any breach of the obligations implied by section 12 of the Sale of Goods Act 1979;
 - d) defective products under the Consumer Protection Act 1987; or
 - e) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

11. Import duty

- **11.1** If you order Products from our site for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.
- **11.2** Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable for any breach by you of any such laws.

12. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

13. Notices

All notices given by you to us must be given to Institute and Faculty of Actuaries at 1st Floor, Park Central, 40/41 Park End Street, Oxford OX1 1JD, UK or via <u>email</u>. We may give notice to you at either the email or postal address you provide to us when placing an order, or in any of the ways specified in clause 12 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

14. Transfer of rights and obligations

- **14.1** The contract between you and us is binding on you and us and on our respective successors and assignees.
- **14.2** You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

14.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

15. Events outside our control

- 15.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
- **15.2** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - a) strikes, lock-outs or other industrial action;
 - b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
 - d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - e) impossibility of the use of public or private telecommunications networks; and
 - f) the acts, decrees, legislation, regulations or restrictions of any government.
- **15.3** Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

16. Waiver

- **16.1** If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.
- **16.2** A waiver by us of any default will not constitute a waiver of any subsequent default.
- **16.3** No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 13 above.

17 Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18. Entire agreement

18.1 These terms and conditions and any document expressly referred to in them constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of any Contract.

- **18.2** We each acknowledge that, in entering into a Contract, neither of us relies on, or will have any remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions or the documents referred to in them.
- **18.3** Each of us agrees that our only liability in respect of those representations and warranties that are set out in this agreement (whether made innocently or negligently) will be for breach of contract.
- **18.4** We intend to rely upon these terms and conditions and any document expressly referred to in them in relation to the subject matter of any Contract. While we accept responsibility for statements and representations made by our duly authorised agents, please make sure you ask for any variations from these terms and conditions to be confirmed in writing.

19. Our right to vary these terms and conditions

- **19.1** We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- **19.2** You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Order Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20. Law and jurisdiction

Contracts for the purchase of Products through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of England and Wales.