



Institute
and Faculty
of Actuaries

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.

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 268207 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 [contact us](#).

eshop Terms and Conditions

1. Information about us

1.1 We operate the website www.actuaries.org.uk. 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

1.3 These terms and conditions are applicable to all Contracts made after 1 October 2015. For any Contracts made prior to this date, please contact us.

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 As a consumer, the rights you have depend on whether the Product(s) you contract with us to purchase are fit for purpose, of satisfactory quality and/or as described or not.

Faulty, not fit for purpose or not “as described” Products

- 4.2 In most cases where Product(s) are sold, there are 3 legal requirements which the seller of the Product(s) requires to comply with. These are that the Product(s) are of satisfactory quality, fit for purpose and are “as described”, which means that the supplied Product(s) must match the description given at the time of purchase.
- 4.3 The law currently provides consumers with certain rights where the Product(s) provided do not meet these 3 and/or other legal requirements of the consumer protection legislation. For the purposes of these terms and conditions, these rights relate to the right to a refund, right to ask for the Product(s) to be repaired or replaced or price reduction.
- 4.4 In the event that the Product(s) you have purchased do not meet the legal requirements, for example because the Product you have received is not fit for purpose, or satisfactory quality or as described, your rights are set out at Clause 10 below.

Non-faulty, fit for purpose and “as described” Products

- 4.5 If you have changed your mind about the Product, you can cancel a Contract for the purchase of Product(s) within fourteen working days, beginning on the day after you received the Product(s). In this case, you will receive a full refund of the price paid for the Products (see the remainder of this Clause 4 and Clause 8 below).
- 4.6 To cancel a Contract you must inform us via [email](#), telephone +44 (0)1865 268207 (between 09.00-17.00 (UK time) Monday to Friday).
- 4.7 You must also return the Products to us at your own cost within 14 days from the date you took delivery of the Product. 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.
- 4.8 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.

5.2 Delivery

UK: Allow 2 – 3 days

Europe: Allow 3 – 5 days

Rest of the World: 2 – 3 weeks

We will deliver your order to the delivery address which you supply. All delivery times quoted are estimates only, based on availability, normal processing and delivery times.

6. Risk and title

6.1 We are responsible for any Product(s) and hold the risk in respect of such Product(s) until such a time as the Product(s) are in your physical possession or in the possession of someone appointed to accept them on your behalf.

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 unmistakable 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) Maestro

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 – non faulty, fit for purpose and “as described” Products only

If you return a Product to us

because you have cancelled the Contract between us within the fourteen-day cooling-off period (see clause 4.5 above), we will process the refund due to you as soon as possible and, in any case, within 14 working days of the date that you provide proof to us that you

have returned the Product to us or the Product is received by us (whichever is sooner). 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.

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

9. **Confirmation of quality**

We confirm 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 and fit for purpose.

10. **Our refunds policy – faulty, not fit for purpose or not “as described” Products only**

10.1 Whilst we do not anticipate that any of our Products will not be of appropriate quality, in the event that any Product(s) purchased from us through our site is faulty, not fit for purpose or does not meet the description of the Product provided, the following options are open to you:

Within first 30 days following delivery of the Product

- a) **Right to reject and refund:** This right to reject and receive a full refund lasts for 30 days from the date that you take delivery of the Product. This 30 day period may be reduced if the expected life of the Product(s) is less. If you choose for the Product to be repaired or replaced (in terms of (b) below) during the initial 30 day period, the period is paused to allow you to have the remainder of the 30 day period, or 7 days (whichever is longer) to check whether the repair or replacement has been successful and to decide whether or not to go ahead with the full refund. A refund must be given without undue delay and in any event within 14 days of us agreeing that you are entitled to a full refund. We are responsible for the reasonable cost of returning the Product.
- b) **Repair or replacement:** If you do opt for repair or replacement, you can not ask for another remedy (including a refund) without allowing us a reasonable period of time to complete the chosen remedy, i.e. repair the Product or replace it. We endeavour to carry out any repair or provide a replacement within a reasonable timescale and without any cost to you. The option of repair or replacement may not be open to you however if either repair or replacement (whichever remedy you chose) is, in our reasonable opinion, impossible or disproportionate compared to one of the other remedies open to you, i.e. a full refund for example. Where the repair or replacement fails (or is impossible or disproportionate), you may be entitled to further repairs or replacements or can claim the full refund.

After the first 30 days following delivery of the Product

- c) **Repair or replacement:** If the fault/unsatisfactory quality is discovered after the 30 day right to reject period has expired, you have the right to a repair or replacement. You can choose whether to have the Product repaired or replaced. As in terms of (b) above, we can refuse if your choice is disproportionate to the other option available (i.e. if you choose repair, we may decide to replace the item instead if, for example, the cost of repair is disproportionate). You are entitled to a full or partial refund if either (i) the cost of the repair or replacement is disproportionate to the value of the Product, (ii) the repair or replacement is impossible, (iii) the repair or replacement would be significantly inconvenient to you, (iv) the repair would take a reasonably long period and/or (v) the repair has been unsuccessful.

- d) **Refund or price reduction following first repair or replacement:** In the event that repair or replacement is impossible or does not happen within a reasonable timescale or the attempt(s) to repair fail or the replacement is also defective, you have a final right to a refund or right to a price reduction. The level of the price reduction will depend on the circumstances.

The options set out in clauses 10.1 (c) and (d) above are open to you for up to 6 months from the date you take delivery of the Product. In the event that you try to return a Product on the basis that you consider it to be defective after the initial 6 month period has expired, you will require to prove to us that the defect was present at the time you took delivery of the Product. If you are successful in proving this, and we agree with you, you will be entitled to receive a refund. Such refund may be reduced to take account of any use you have had of the Product.

11. Our liability

11.1 Subject to clause 11.3, if we fail to comply with these terms and conditions, we shall only be liable to you for the purchase price of the Product(s).

11.2 Subject to clause 11.3, 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 11.2 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 11.2.

11.3 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;
- e) failure to comply with the relevant requirements of the Consumer Rights Act 2015; or
- f) any other matter for which it would be illegal for us to exclude or attempt to exclude our liability.

12. Import duty

12.1 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.

- 12.2** 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.

13. 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.

14. 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 [email](#). 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 13 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.

15. Transfer of rights and obligations

- 15.1** The Contract between you and us is binding on you and us and on our respective successors and assignees.

- 15.2** 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.

- 15.3** 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.

16. Events outside our control

- 16.1** 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**).

- 16.2** 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.

16.3 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.

17. Waiver

17.1 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.

17.2 A waiver by us of any default by you will not constitute a waiver of any subsequent default by you.

17.3 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 14 above.

18. 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.

19. Entire agreement

19.1 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.

19.2 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.

19.3 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.

19.4 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.

20. Our right to vary these terms and conditions

20.1 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.

20.2 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 any required changes 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(s) to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

20.3 In the event that these terms and conditions do not comply with the requirements of the Consumer Rights Act 2015, the provisions of the Act shall take precedence.

21. 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.