

★ Home \ Terms and conditions

# Terms and conditions

#### About CIPFA

This website is owned and operated by the Chartered Institute of Public Finance and Accountancy (CIPFA). CIPFA is a charity by Royal Charter and is registered with the Charity Commission for England and Wales (charity number 231060) and the Office of the Scottish Charity Regulator (registration number SCO37963). The registered office of CIPFA is 77 Mansell Street, London E1 8AN. Our registered VAT number is GB 627 3907 25.

Unless otherwise stated, the term 'CIPFA' ('we,' 'our,' and 'us') refers to the whole of the CIPFA Group. The CIPFA Group comprises CIPFA the charity, CIPFA Business Limited (a wholly owned trading subsidiary), and the CIPFA regions and student societies.

## 1 Website terms and conditions

These website terms and conditions ('website terms') apply to your use of the CIPFA website at www.cipfa.org ('the website'). You must read these website terms carefully, and we recommend that you print and keep a copy for your future reference. By accessing, browsing, using or registering with the website, you confirm that you have read, understood and agree to these website terms in their entirety. If you do not agree to these website terms in their entirety, you must not use this website.

## 1.1 Privacy policy

These website terms supplement (and are in addition to) the terms of our **privacy notice**. Our privacy notice explains what personal information we collect about you when you use this website and purchase CIPFA products and services, what data we hold and how we use it. Please note that when you agree to these website terms you will be deemed also to have read, understood and agreed to our privacy notice in its entirety.

## 1.2 Cookie policy

These website terms supplement (and are in addition to) the terms of our **cookie policy**. Our cookie policy explains what information we collect about you when you use this website. Please note that when you agree to these website terms you will be deemed also to have read, understood and agreed to our cookie policy in its entirety.

#### 1.3 Data Protection

When processing Personal Data, both parties will comply with all requirements and obligations under any applicable law ('Data Protection Law'), as amended or updated from time to time, relating to the processing, privacy, and use of Personal Data, including without limitation, (a) the UK Data Protection Act 2018 (DPA 2018), the UK General Data Protection Regulation (UK GDPR) and the Privacy and Electronic Communications Regulations (PECR) (the 'UK Data Protection Legislation') and (b) any corresponding or equivalent national laws or regulations issued by any relevant regulator, authority, or body responsible for administering data protection. If there is any conflict, apparent conflict or ambiguity in Data Protection Law, the compliance obligation will interpreted in accordance with the UK Data Protection Legislation.

## In this section

**Accredited Training Courses** 

<u>CIPFA Education and Training Centre</u> <u>courses</u>

**CIPFA Publications Subscription** 

CIPFA Stats+

FM Model version 4

**GDPR** compliance

**Network Events and Training** 

**TISonline** 

We acknowledge that for the purposes of the Data Protection Law we are the Data Controller (where Data Controller has the meaning as defined in the Data Protection Law) for the purpose of managing and providing a service to you and we are the Data Processor (where Data Processor has the meaning as defined in the Data Protection Law) when we process data on your behalf.

You will ensure that you have all the necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to us, as defined in applicable Data Protection Law, for the duration and purposes of service provision.

We will ensure that we have, considering the state of the art and costs of implementation, implemented technical and organisational measures appropriate to the risks of the rights and freedoms of natural persons, to protect against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data and will notify you of any relevant incidents.

We will ensure that all our staff and representatives who process personal data are obliged to keep the Personal Data confidential and are limited only to those who need access to the personal data to meet our obligations when delivering our services.

We will only process the Personal Data reasonably required to provide the services. For more details about our processing of Personal Data and your data protection rights see our <u>privacy notice</u> published on our website and our <u>GDPR</u> <u>compliance statement</u>.

## 1.4 Other applicable terms and conditions

If you order a CIPFA product or service through the website, our general terms and conditions of sale will also apply. Depending on the product or service ordered, our additional terms and conditions of sale may also apply. You can view our General Terms and Conditions of Sales and our Additional Terms and Conditions of Sale below.

#### 1.5 Your use of this website

You must only use this website for lawful purposes. You must not use it in a way that infringes the rights of anyone else or restricts or inhibits anyone else's enjoyment of the website.

You may use, download and print content on the website solely for your own personal use or internal business purposes. Other than for your own personal use or internal business purposes, you may not without our prior written consent:

- copy, reproduce, use or otherwise deal with any content on the website
- modify, distribute or re-post any content on the website for any purpose
- reproduce, crawl, frame, link to or deep-link into this website on or from any other website
- use the content of the website for any commercial exploitation whatsoever

#### 1.6 Guidelines for product reviews, questions and answers and so on

By accessing, browsing, using, registering or contributing to the CIPFA website and any other area of our website where you can post submissions or reviews or ask questions you confirm that you have read, understood and agree to the following terms. If you do not agree to these terms in their entirety, you must not use this website.

## 1.7 Ownership of submissions

Other than personal data which is subject to our privacy policy comments, blogs, feedback, suggestions, questions, ideas, artwork, images, product or marketing ideas and any other submissions disclosed, submitted or offered to CIPFA on or

https://www.cipfa.org/terms-and-conditions 2/10

through the website or otherwise disclosed, submitted or offered by you (collectively, 'submission') will become and remain the property of CIPFA once submitted. You must comply with the content standards set out in these terms. You warrant that you own or have the right to use any submissions and that submissions will comply with these standards and guidelines.

## 1.8 Social networking sites

These terms also govern any submissions you make on any CIPFA-related third party website or page such as our Facebook page, Twitter, YouTube or social networking site. All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect the opinions or ideas of CIPFA or its employees and CIPFA is not responsible for any such content. In any event, all material posted on any third party social networking site must comply with these terms and the third party social networking sites' terms of use, as applicable.

## 1.9 Intellectual property rights

A disclosure, submission or offer of any submissions and your agreement to these terms and conditions constitute an assignment to CIPFA of any intellectual property rights. Whenever you make use of a feature that allows you to upload material to our site, including questions, or to make contact with other users of our site or to make Submissions on any CIPFA related third party website or page, you must comply with the content standards set out below and these terms. Any third-party advertising on CIPFA pages of third party social networking sites are not the responsibility of, or endorsed by, CIPFA. All rights, including copyright on CIPFA pages are owned by or licensed to CIPFA. Any use of any CIPFA social networking pages or their contents, including copying or storing them in whole or in part, other than for your own personal, non-commercial use is prohibited without the permission of CIPFA.

# 1.10 Confidentiality

Any material you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any material in the submissions for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site or any CIPFA related third party social networking site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our website. We have the right to remove any submissions you make on our website if, in our opinion, such submission does not comply with the content standards set out below.

#### 1.11 Rules for submissions

Please be polite and only write in English. You confirm that the submission is your own and that the content does not infringe the material trademarks or intellectual property of others.

If you require an immediate response from us or have a comment about our service please contact us directly for a quicker response.

Submissions should not include:

- profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others
- comments about other reviewers or bloggers
- remarks that repeat criminal accusations, false, defamatory or misleading statements

- material which impersonates others
- spam or advertising
- third party brand names or trademarks
- personal information about anyone, including yourself, such as phone numbers, postal addresses or credit card numbers
- HTML code, computer script or website URLs
- availability, price or alternative ordering or delivery information

CIPFA, in its absolute discretion, reserves the right to:

- not publish the submission or remove it
- take any appropriate action if deemed necessary

Please let us know if you see any submissions which do not comply with our rules.

# 1.12 Password and account security

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. CIPFA is not liable to any person for any loss or damage which may arise as a result of your failure to protect your password or account.

#### 1.13 Ownership of rights

All rights, including copyright and other intellectual property rights, in and to this website are owned by or licensed to CIPFA.

If you acquire any copyright or other intellectual property rights in the website (whether by operation of law or otherwise), then you agree to assign those rights to us (including any rights you may have in user generated content that you submit through the website) on a worldwide basis absolutely to the fullest extent permitted by law. You will also unconditionally and irrevocably waive any and all moral rights you acquire in or to the website.

You further agree to execute all such documents and do all such acts and things as we may reasonably require in order to assign any such rights to us and to waive any moral rights you acquire in or to the website.

## 1.14 Accuracy of content

To the extent permitted by applicable law, CIPFA disclaims all representations and warranties express or implied, that content or information displayed in or on this website is accurate, complete, up to date and/or does not infringe the rights of any third party. The views expressed in user generated content are the opinions of those users and do not represent the views or opinions of CIPFA.

#### 1.15 Damage to your computer or other device

CIPFA uses reasonable efforts to ensure that this website is free from viruses and other malicious or harmful content. However, we cannot guarantee that your use of this website (including any content on it or any website accessible from it) will not cause damage to your computer or other device. It is your responsibility to ensure that you have the right equipment (including antivirus software) to use the website safely and to screen out anything that may damage or harm your computer or other device. Except where required by applicable law, CIPFA is not liable to any person for any loss or damage they suffer as a result of viruses or other malicious or harmful content that they access from or via the website.

#### 1.16 Links to other websites

We have placed links on this website to other websites we think you may want to visit. We do not vet these websites and do not have any control over their contents. Except where required by applicable law, CIPFA cannot accept any

liability in respect of the use of these websites.

## 1.17 Exclusions of liability

We exclude all representations, warranties, conditions and terms (whether express or implied by statute, common law or otherwise) to the fullest extent permitted by law. We accept no liability for any losses or damages which are not reasonably foreseeable arising out of or in connection with these website terms or your use of the website.

Except to the extent required by applicable law, CIPFA is not liable to any person for any loss or damage which may arise from the use of or reliance on any content or information displayed in or on this website.

These exclusions are governed by and construed in accordance with English law. If any provision of these disclaimers and exclusions are unlawful, void or for any reason unenforceable then that provision will be deemed severable and will not affect the validity and enforceability of the remaining provisions.

Nothing in these website terms excludes or limits our liability for personal injury or death caused by our negligence. In addition, these website terms do not limit or exclude any other liability that we are not permitted to limit or exclude under applicable law.

## 1.18 Other legal notices

There may be legal notices on other areas of this website which relate to your use of the website, all of which will, together with these website terms and our privacy policy (and, where applicable, the general terms and conditions of sale and additional terms and conditions of sale – see below) govern your use of this website.

# 1.19 Third party rights

Only you and CIPFA are entitled to enforce these website terms. No third party is entitled to enforce any of these website terms, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 1.20 Entire agreement

These website terms (including, where applicable, our privacy policy, and our general terms and conditions of sale, and our additional terms and conditions of sale (see below) set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

#### 1.21 Law, jurisdiction and language

Any matter that arises out of your use of this website (including any contract entered between you and us through the website) will be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales. All contracts will be concluded in English.

# 1.22 Changes to these website terms

We reserve the right to change and update these website terms from time to time and recommend that you revisit this page regularly to keep informed of the current website terms that apply to your use of the website. By continuing to access, browse and use this website, you will be deemed to have agreed to any changes or updates to our website terms.

## 2 General terms and conditions of sale

These general terms and conditions of sale ('general terms and conditions of sale') apply to any order you place through the CIPFA website at www.cipfa.org ('the website'). You must read these general terms and conditions of sale carefully. By placing an order through the website, you confirm that you have read, understood and agree to these general terms and conditions of sale in their entirety. If you do not agree to these general terms and conditions of sale in their entirety, you must not order any product or service through the website.

#### 2.1 Website terms and conditions

Whenever you use this website to order a product or service, our website terms and conditions will apply to your use of the website in addition to these general terms and conditions of sale. By ordering a product or service through the website, you will be deemed also to have read, understood and agreed to our website terms and conditions.

## 2.2 Product and service descriptions

We have taken reasonable precautions to try to ensure that prices quoted on the website are correct and that all products have been fairly described. However, when ordering products or services through the website, please note that:

- orders will only be accepted if there are no material errors in the description of the goods or services or their prices as advertised on this website
- all prices are displayed in pounds sterling exclusive of UK VAT where applicable unless expressly indicated otherwise
- postage and packaging may vary from that shown on the website
- all items are subject to availability; we will inform you as soon as possible if the product(s) or service(s) you have ordered are not available

# 2.3 Acceptance of your order

Please note that completion of the online checkout process does not constitute our acceptance of your order. Our acceptance of your order will take place only when we dispatch the product(s) or commencement of the services that you ordered from us.

If you supplied us with your email address when entering your payment details (or if you have a registered with us), we will notify you by email as soon as possible to confirm that we have received your order.

All products that you order through the website will remain the property of CIPFA until we have received payment in full from you for those products.

During the checkout process, you will be asked to complete your payment details. All fields indicated as compulsory must be completed. Please note that we will collect and store your information, using an encrypted secure payment mechanism and will only use your information in accordance with our privacy policy.

All card payments are subject to authorisation by your card issuer and we take payment when we accept your order shortly before dispatch. If your payment is not received and you have already received the products you ordered from us, you must pay for the products or return those products to us in accordance with reasonable return instructions that we provide to you and in the same condition that you received them at your own expense. If you do not do this within 30 days of the date on which we cancel your order, we may collect or arrange for collection of the products at your expense. We reserve the right to charge you for any and all damage to (or other adverse interference with) any products that are the subject of an unpaid order.

6/10

If we cannot supply you with the product or service you ordered, we will not process your order, inform you of this in writing (including email) and, if you have already paid for the product or service, refund you in full as soon as reasonably possible.

# 2.4 Delivery (including delivery charges and timescales)

Delivery charges and timescales vary depending on the type products ordered and the delivery address.

Please note that certain products and services may be subject to our additional terms and conditions of sale relevant to the delivery charges and/or timescales applicable to that product or service.

All risk in the products you order (including risk of loss and/or damage to the products) will pass to you when they are delivered to the delivery address specified in your order.

We are under no liability for any delay or failure to deliver products if the delay or failure is wholly or partly caused by circumstances beyond our control.

In the UK, delivery charge refunds can only be made in accordance with your legal rights under the Consumer Protection (Distance Selling) Regulations 2000 and other applicable legislation. Similar rights may apply for some international deliveries. For further information about your legal rights contact your local authority Trading Standards department or consumer advice centre (for example the Citizens Advice Bureau for UK customers).

## 2.5 Right to cancel

You can cancel your order within seven working days following your receipt of the goods or the working day prior to when we begin delivery of the services.

If you wish to cancel a product or service you have ordered from us, please be aware of the following terms that apply:

## Additional cancellation terms

Where additional terms and conditions of sale are applicable to any product or service you have ordered from us, these may also govern your cancellation rights and you should review these carefully.

#### • Damaged or incorrectly supplied products

You should check all products you receive against your order. If the products you receive are damaged or incorrectly supplied on delivery then you must note the details of any damage or error in supply or if you are unable to view the items on receipt, you must inform us (by post, phone or email only) within a reasonable period of time. You must return the products to us as soon as possible after informing us that the products are damaged or have been incorrectly supplied.

# Other cancelled products

If you want to cancel products that are not damaged or incorrectly supplied, then you must inform us of this within seven working days following the date of receipt or otherwise as soon as possible. You must take reasonable care of the products that you wish to cancel and not use them. Products should be returned promptly at your cost.

If you cancel your order in any of the circumstances set out above, we will refund any money paid by you after any products, which have been delivered to you, are returned to us or services where money has been paid in advance. In the case of damaged or incorrectly supplied goods, we may offer you a replacement product.

Where we deliver products to a third party in accordance with your order, you will only be able to exercise this cancellation right if you can return the goods to us.

#### 2.6 Refunds and feedback

To discuss refunds or any other issue, please contact our customer services team.

**Tel:** +44 (0)20 7543 5600

Email: <a href="mailto:customerservices@cipfa.org">customerservices@cipfa.org</a>

## 2.7 Liability

There are certain liabilities which we cannot exclude by law and nothing in these general terms and conditions limits our liability for personal injury or death caused by our negligence or for fraud.

You have certain rights as a consumer, including legal rights relating to faulty or miss described goods. For further information about your legal rights in the UK, contact your local authority Trading Standards department or Citizens Advice Bureau. Nothing in these general terms and conditions will affect these legal rights and, in particular, we will perform our obligations under these general terms and conditions with reasonable care and skill.

We are only responsible for losses that are a natural, foreseeable consequence of our breach of these general terms and conditions. We will not be liable to you if we are prevented or delayed from complying with our obligations under these general terms and conditions by anything you (or anyone acting on your behalf) does or fails to do or due to events which are beyond our reasonable control.

In any event we will not be liable for any losses related to any business of yours including (without limitation) lost data, lost profits, lost revenues or business interruption.

#### 2.8 Other important terms

We may update or amend these website terms and conditions of sale from time to time to comply with law or to meet our changing business requirements, without notice to you. Any updates or amendments will be posted on the website.

These general terms and conditions of sale supersede any other general terms and conditions of sale previously published by us and any other representations or statements made by us to you whether oral, written or otherwise.

You may not assign or sub-contract any of your rights or obligations under these of website terms and conditions of sale to any third party unless we agree in writing.

We may assign, transfer or sub-contract any of our rights or obligations under these general terms and conditions of sale to any third party at our discretion.

No relaxation or delay by us in exercising any right or remedy under these general terms and conditions of sale will operate as waiver of that right or remedy or will affect our ability to subsequently exercise that right or remedy. Any waiver must be agreed by us in writing.

If any of these general terms and conditions of sale are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of the general terms and conditions of sale will remain in full force and effect.

Only you and we are entitled to enforce these general terms and conditions of sale. No third party is entitled to enforce any of these general terms and conditions of sale, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

These general terms and conditions of sale are governed by English law. In the event of any matter or dispute arising out of or in connection with these general terms and conditions of sale, you and we will submit to the exclusive jurisdiction of the English courts.

# 3 Additional terms and conditions of sale

These additional terms and conditions of sale apply to any order which you place through the CIPFA website at www.cipfa.org (the 'Website') for the products specifically listed below and apply in addition to our general terms and conditions of sale.

When you order a product or service listed below, you must read these additional terms and conditions of sale carefully. By placing an order through the website for the specific goods listed below, you confirm that you have read, understood and agree to the applicable additional terms and conditions of sale in their entirety as well as to our general terms and conditions of sale (see above). If you do not agree to the applicable additional terms and conditions of sale in their entirety or to our general terms and conditions of sale, you must not place any order for the below-specified products or services through the website.

If there is any conflict between these additional terms and conditions of sale and our general terms and conditions of sale, these additional terms and conditions of sale prevail to the extent of that conflict

# 3.1 What products and services do these additional terms and conditions of sale apply to?

These additional terms and conditions of sale apply when you order any of the below listed products or services:

- Accredited Training Courses
- CIPFA Education and Training Centre courses
- **CIPFA Publications Service**
- CIPFA Stats+
- FM Model
- Networks
- TISonline



#### **About CIPFA**

About us
Contact us

Conference Centre

Press office

Working for CIPFA









#### Qualifications

Professional Accountancy Qualification (CIPFA PAQ) CIPFA Education and Training Centre (CETC)

Exemptions

Enrol on CETC courses

Study options

#### Members

Why join?

Training

Continuing Professional Development

Student network

Regions

#### Services

Financial Management Model

Advisory

Publications and resources

Chartered Institute of Public Finance and Accountancy (CIPFA), registered with the Charity Commissioners of England and Wales No. 231060 and the Office of the Scottish Charity Regulator No.SC037963.

CIPFA Business Limited, the trading arm of CIPFA that provides a range of services to public sector clients, registered in England and Wales no.2376684.

Registered Office 77 Mansell Street, London E1 8AN

Copyright ©2023 CIPFA Cookies Privacy Terms and Conditions Contact us

https://www.cipfa.org/terms-and-conditions