

Application for New Customer

Customer Details

Company Name	
Company Address	
Post Code	
Finance Office Address (if different from above)	
Post Code	
Company Registration Number	
VAT Number	
Is your company VAT exempt?	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>If Yes, please forward a copy of your VAT Exemption Certificate with this form</small>
Date Company Established	
Trading form (Sole Trader, Limited Company, Partnership, Plc, LLP)	
Type of Business	<input type="checkbox"/> Wholesaler <input type="checkbox"/> Manufacturer <input type="checkbox"/> Advertiser <input type="checkbox"/> Other _____
Mandatory Purchase Order?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Company Telephone Number (Main)	
Website Address	
Finance Office Telephone Number	
Finance Department Fax Number	
Name and title of Accounts Contact	
Accounts Contact e-mail address	

Please mark method(s) of payment to be used with an 'X'							
BACS		Credit/Debit Card		Cheque		Other	

We have read and agree to abide by the terms and conditions of sale

Signature:	Date:
Print Name:	Position in Company:

Please return this form to you IET contact who will then forward it to the Credit Control Department

IET Office Use Only

Originating Department
Sales Person
Credit Limit Required
Date sent to Finance Department
Event Date (if applicable)

IET Finance Use Only

Credit checked
Credit limit agreed
Terms of payment
Customer ID
Authorised by

<input type="checkbox"/> Yes <input type="checkbox"/> No

When printed this document becomes an uncontrolled version and might not be the current version

STANDARD TERMS AND CONDITIONS

1. Application

These Conditions shall apply to the purchase of the Goods and/or Services by you ("Buyer") from the Seller.

2. Interpretation

2.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Commencement Date: has the meaning set out in clause 3.3.

Conditions: these terms and conditions as amended from time to time.

Contract: the contract between the Seller and the Buyer for the supply of Goods and/or Services in accordance with these Conditions.

Buyer: the person or firm who purchases the Goods and/or Services from the Seller.

Force Majeure Event: has the meaning given to it in clause 18.

Goods: the goods (or any part of them) set out in the Order.

Order: the Buyer's order for the supply of Goods and/or Services, as set out in the Buyer's purchase order form, or the Buyer's written acceptance of the Seller's quotation, as the case may be.

Price: has the meaning given to it in clause 10.

Seller: means any one of following three companies who accepts the Buyer's Order and issues an invoice for those Goods and/or Services to the Buyer: (i) The Institution of Engineering and Technology, a registered charity in England & Wales (no 211014) and Scotland (no SC038698) whose registered address is Savoy Place, London, WC2R 0BL, (ii) UK, IET Services Limited, a company registered in England and Wales with company number 00909719 whose registered address is Savoy Place, London, WC2R 0BL, UK, or (iii) IET Standards Limited, a company registered in England and Wales with company number 07475762 whose registered address is Savoy Place, London, WC2R 0BL, UK.

Services: the services supplied by the Seller to the Buyer as agreed in writing by the Seller and the Buyer.

2.2 In these Conditions, the following rules apply:

- a **person** includes a natural person, corporate or unincorporated body;
- a reference to a party includes its personal representatives, successors or permitted assigns;
- a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted;
- the headings in these Conditions are for convenience only and shall not affect their interpretation;
- words imparting the singular number shall include the plural and vice-versa; and
- a reference to **writing** or **written** includes faxes and e-mails.

3. Basis of Sale

3.1 The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Conditions.

3.2 The Buyer shall ensure that the terms of the Order are complete and accurate.

3.3 The Order shall only be deemed to be accepted when the Seller issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).

3.4 The Contract constitutes the entire agreement between the parties. These Conditions apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.5 A quotation given by the Seller shall not constitute an offer, and is only valid for a period set out in it.

3.6 The Buyer who is acquiring online subscriptions hereby confirms that it agrees to the terms of the licence agreement in respect of the content of the online journals.

3.7 The Buyer acting as a reseller hereby agrees that the Goods must not be sold to the general public without the publisher's prior agreement in writing before a notified by the publisher publication date.

4. Goods and Services

4.1 Any samples, drawings or advertising issued by the Seller and any descriptions of the Goods or of the Services contained in the Seller's catalogues or brochures are issued or published as a guide only. They shall not form part of the Contract or have any contractual force and the Buyer hereby acknowledges that it does not rely on any representations regarding the Goods or Services save for those confirmed by the Seller specifically in writing.

4.2 The Seller reserves the right to make any changes in the specification of the Goods or Services which are required to conform to any applicable safety or other statutory or regulatory requirements.

5. Delivery of Goods

5.1 The Seller will endeavour to deliver the Goods (or make them available for collection by the Buyer) within an acceptable delivery period. Any dates quoted for delivery of the Goods are approximate only.

5.2 The Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Buyer's failure to provide the Seller with full and correct delivery address, adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

5.3 The Seller shall not be liable for collecting and/or replacing the Goods that is caused by the Buyer's failure to provide the Seller with full and correct delivery address, adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

6. Inspection of Goods

6.1 The Buyer is under a duty to inspect the Goods on delivery or collection (as applicable).

6.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".

6.3 If the Buyer identifies any damage or shortages it must inform the Seller in writing within 3 Business Days after delivery, providing details of the alleged damage or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.

6.4 The Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.

6.5 Subject to the Buyer's compliance with this clause 6 and the Seller's agreement with any alleged damage or shortages, the Seller shall make good any and all damage and shortages within a reasonable time.

7. Returns

7.1 The Buyer must contact the Seller in writing and obtain a goods returns number ("GRN"). The Goods cannot be returned without the prior written agreement of the Seller.

7.2 Subject to clause 7.4, the Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection.

7.3 The Seller shall have the option of either replacing defective Goods or crediting the Buyer the Price for those Goods which are defective.

7.4 The Buyer may return any Goods within 3 months (or 15 months for book seller) after delivery provided that:

- the Buyer bears the risk and cost of returning the Goods;
- the Goods have not been used and are in the original manufacturer's packaging (which shall not be defaced) complete with accessories, manuals and documentation. Software packages must be returned unopened with the software seals intact;
- the Goods are properly and securely packaged and include the GRN;
- the Buyer indemnifies the Seller against any costs incurred in rectifying any deterioration of the Goods resulting from the Buyer's incorrect handling or storage of the Goods.

7.5 The Seller shall not be liable for defects arising out of normal wear and tear, the Buyer's failure to follow any instructions given by the Seller, misuse or alteration of the goods, negligence, wilful damage or any other act of the Buyer, its employees, agents or any other third party.

7.6 All Goods should be returned to The IET, Returns Department, Unit 7, Fulton Close, Stevenage, Herts., SG1 2AF, UK.

8. Risk and Title

8.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.

8.2 If the Buyer wrongfully fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.

8.3 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received, in cash or cleared funds, payment in full of the Price or the time of delivery of the Goods (whichever is later).

8.4 Until title to the Goods has passed to the Buyer, the Buyer shall hold the Goods on a fiduciary basis as the Seller's bailee, store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller's property, not remove, deface or obscure any identifying mark or packaging on or relating to the Goods, maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Seller's behalf from the date of delivery, notify the Seller immediately if it becomes subject to any of the events listed in clauses 13(b)-13(e) and give the Seller such information relating to the Goods as the Seller may require from time to time, providing that the Buyer acting as a reseller may resell the Goods in the ordinary course of its business.

8.4 The Seller reserves the right to repossess (at the Buyer's costs) any Goods in which the Seller retains legal and beneficial title if full payment has not been received.

8.5 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if the Buyer commits a material breach of its obligations under these Conditions or if the Buyer is or becomes subject to any of the events listed in clauses 13(b)-13(e).

9. Supply of Services

9.1 The Seller shall provide Services with reasonable care and skill. The Seller shall endeavour to meet any agreed performance dates for the Services but any such dates shall be estimates only.

9.2 The Seller shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Seller shall notify the Buyer in any such event.

9.3 If the Seller's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Buyer, the Seller shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Buyer remedies its default.

10. Price

10.1 Subject to clause 10.2, the Price of the Goods and the Services shall be that detailed in the quotation, accepted by the Buyer and confirmed in the Order or, if no price is quoted, the price set out in the Seller's published price list as at the date of delivery.

10.2 The Seller shall have the right to increase the cost of the Goods and the Services as a result of a factor beyond the Seller's control, such increase shall be reflected in the invoice.

10.3 The Seller makes every effort to ensure that all prices and descriptions quoted in its catalogues and websites are correct and accurate. In the case of a manifest error or omission, the Seller will be entitled to rescind the contract, notwithstanding that it may already have accepted the Buyer's Order and/or received payment in which case the Seller shall return to the Buyer the sums that the Buyer has paid in respect of the Order.

10.4 Any increase in the Price under clauses 10.2 or 10.3 shall only take place upon the Seller informing the Buyer of the increase in writing. The Buyer will be entitled to either cancel the Order or purchase the Goods or Services by paying the difference between the quoted price and the correct price.

10.5 The Price is exclusive of the fees for packaging, insurance and delivery.

10.6 The Price is exclusive of any applicable VAT and other taxes or levies which are imposed or charged by any competent authority.

11. Payment

11.1 The Buyer must pay the Price prior to delivery (or collection) unless it has been approved for credit in which case the Price is payable within 30 days of the date of the invoice or otherwise in accordance with any credit terms agreed between the Seller and the Buyer.

11.2 All journal subscription orders should be pre-paid.

11.3 If the Buyer fails to make payment within the period stated in clause 11.1, the Seller may terminate agreements/contracts and shall suspend any further deliveries to the Buyer and charge the Buyer interest at the rate of 3% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full. The preceding provision is without prejudice to any claim for interest under the Late Payment of Commercial Debts (Interest) Act 1998.

11.4 All payments must be made in the currency detailed on the invoice unless otherwise agreed in writing between the Seller and the Buyer.

12. Rights, Warranties and Liability

12.1 Subject to these Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.2 The Seller shall not be liable for any loss or damages of any nature, direct or indirect, including any loss of profits or consequential damages suffered or incurred by the Buyer for whatever reason.

12.3 The exclusions of liability contained within this Clause 12 shall not exclude or limit the liability of the Seller:

- for death or personal injury caused by the negligence of the Seller, its employees, agents or subcontractors;
- fraud or fraudulent representation;
- for any matter for which it would be illegal for the Seller to exclude or limit its liability; and
- for fraud or fraudulent misrepresentation.

13. Termination

Without limiting its other rights or remedies, each party may terminate these Conditions with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing of the breach;
- the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;
- the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up, or any step is taken for the appointment of an administrator or administrative receiver, of the other party (being a company) or bankruptcy (being an individual);
- the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business or the other party (being an individual) dies or is incapable of managing his own affairs or becomes a patient under any mental health legislation.

14. Assignment and Subcontracting

14.1 The Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations to the Buyer to any third party.

14.2 The Buyer shall not, without the prior written consent of the Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations to the Seller.

15. Communications

15.1 All notices under these Conditions shall be in writing and signed on behalf of the party giving notice by a duly authorised person.

15.2 Notices shall be deemed to have been duly given:

- when delivered, if delivered by hand, by a commercial courier or registered mail;
- when sent, if transmitted by fax or email and a successful transmission report or return receipt is generated;
- on the second Business Day following the date of posting, if sent by pre-paid first class mail; or
- on the tenth Business Day following the date of posting, if sent by international airmail, - and if deemed receipt occurs in the place of receipt on a day which is not a Business Day or outside working hours (meaning between 9am and 5 pm) on a Business Day, receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

15.3 All notices under these Conditions shall be addressed to the most recent address, email address or fax number notified to the other party.

16. Force Majeure

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

17. General

17.1 No waiver by the Seller of any breach of these Conditions by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.

17.2 In the event that any provision of these Conditions is found to be unlawful, invalid or otherwise unenforceable, that provision shall be deemed severed from the remainder of these Conditions (which shall remain valid and enforceable).

17.3 A person who is not a party to the Contract shall not have any rights under or in connection with it.

17.4 Except as set out in these Conditions, any variation to these Conditions shall only be binding when agreed in writing and signed by the Seller.

17.5 These Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales. Any dispute, controversy, proceedings or claim between the Seller and the Buyer relating to these Conditions (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.