

Terms and conditions

# Website use

Updated May 2018



cipp

the **chartered institute**  
of **payroll professionals**

*leading the profession*

## Terms and conditions for use of the CIPP website

This is the fourth issue of these terms – May 2018

This document (together with the documents expressly referred to in it) provides information about us and the legal terms and conditions (Terms of business) on which we sell any of the products and services (Products) listed on our website (our site) to you.

These Terms of business will apply to any contract between us for the sale of Products to you (Contract). Please read these Terms of business carefully and make sure that you understand them, before ordering any Product(s) from our site. Please note that by ordering any of our Products, you agree to be bound by these Terms of business and the other documents expressly referred to in it.

Please accept our terms of business at the point of Order. If you refuse to accept our terms of business then you will not be able to order any Products from our site. Access to and use of our site constitutes acceptance of the following terms of business.

You may wish to print a copy of these Terms of business (or save them to your computer) for future reference.

We may amend these Terms of business from time to time as set out in clause 12. Every time you wish to order Products, please check the Terms of business to ensure you understand the terms which will apply at that time. The latest version of these terms will be available at <http://www.cipp.org.uk/terms>.

These Terms of business, and any Contract between us, are only in the English language.

### 1. Definitions and interpretation

The definitions and rules of interpretation set out below shall apply. The Company, CIPP, Us and We (or derivatives) means the Chartered Institute of Payroll Professionals and its subsidiaries.

“**The Buyer**” shall mean the person, firm or company to whom the CIPP agrees to supply to.

“**Products/services**” means the products and/or services we agreed to provide you with under the Contract.

“**Order**” shall mean registration, booking, enrolment or subscription.

“**Contract Document**” means the enrolment form, booking form, registration form, and schedules applicable to it.

“**Terms of Business**” means any terms and conditions linked to an “**Order**” and the CIPP terms and conditions for use of this website.

## 2. Conditions applying

- 2.1. These Terms of business supersede any terms and conditions proposed by The Buyer and may not be varied except with the written consent of The Company and in accordance with 9.2 below.
- 2.2. Any variation to these Terms must be agreed in writing and signed or countersigned by a Director of The Company.

## 3. Information about us

- 3.1. We operate the website ([www.cipp.org.uk](http://www.cipp.org.uk)). We are the Chartered Institute of Payroll Professionals (the CIPP), a company incorporated by Royal Charter. Our registered office is at **Goldfinger House, 245 Cranmore Boulevard, Shirley, Solihull, West Midlands B90 4ZL**, United Kingdom. IPP Education Ltd, is a subsidiary of, and trading as, the CIPP under company number 3612942, VAT number 864462406 whose main trading address is the same as the registered office address.
- 3.2. To contact us, please see our Contact Us <http://www.cipp.org.uk/en/aboutus/contact-us.html>

## 4. Accuracy of information

- 4.1. The CIPP endeavours to ensure that the website is as up to date and as correct as possible, but makes no warranties or representations as to its accuracy and accepts no liability or responsibility for any loss due to errors or omissions in the content of the website or caused by the reliance of the website and its content.
- 4.2. As a user of the site, you agree to release, indemnify and hold harmless the CIPP, its affiliates, business partners, partners, officers, agents and employees from any and all claims, demand and damages (whether actual and/or consequential), resulting from or associated in any way with any supplied content. It is advised that users check any information before acting or relying on it.
- 4.3. All Products shown on our site are subject to availability. We will inform you by email as soon as possible if the Product you have ordered is not available and we will not process your Order if made.

## 5. Use of our site

- 5.1. Your use of our site is governed by our CIPP terms and conditions for use of this website. Please take time to read these as they include important terms which apply to you.
- 5.2. As a user of our site you confirm that you have the authority to bind any business on whose behalf you use our site to purchase our Products.

## 6. How we use your information

We will only use your personal information in accordance with our privacy policy. Please take time to read this as it includes important terms which apply to you.

## 7. Privacy Policy

- 7.1. Use the below link to view the CIPP's privacy policy (<https://www.cipp.org.uk/join-cipp/about-us/privacy-policy.html>)

7.2. The CIPP believes that the privacy of your personal data is paramount. The privacy policy describes:

- the information the CIPP collects through the website
- what we do with it
- who we share parts of it with
- the information we collect and how we use it

7.3. Where we ask for information we use it to offer you better services, both on the website and in the rest of our operations. If you believe any of the information we hold about you is inaccurate please notify us as soon as possible.

7.4. The information you provide to us will be held in databases, and we will ensure that these are secure and are only accessed by authorised people.

7.5. From time to time we may invite you to take part in surveys or to complete questionnaires. These will always be voluntary. We may make use of the results for marketing purposes to improve the service we offer to you.

7.6. Your email addresses will be used in order to receive our newsletter and any other electronic means of updating you. You can opt out of this at any time.

## **8. Technical information**

8.1. Like most websites, our server gathers limited information about you during a session, including the IP address and domain name from which you are accessing the server and your browser configuration.

8.2. Our site uses cookies. Cookies are small pieces of information that are transferred to and stored by your browser on your computer. In no circumstances do we collect any data that is not directly related to the use of the website. The log files or any information they contain about your use of the site will not be made available to any third parties other than as anonymous usage statistics.

8.3. Browser information is also collected with your name, address, postcode, telephone number and email address if you complete an 'enquiry form'.

## **9. Other websites**

The website contains external links to other sites. The CIPP is not responsible for the privacy policies, content or practices of these sites.

## **10. Data protection**

10.1. All data collected as part of this contract for services is in accordance with the data protection regulations applicable to the UK as outlined within the CIPP's privacy notice (<https://www.cipp.org.uk/join-cipp/about-us/privacy-policy.html>).

10.2. If you wish to exercise your rights of access to your personal data processed by the CIPP then please contact us, in writing at **CIPP, Goldfinger House, 245 Cranmore Boulevard, Shirley, Solihull, West Midlands, B90 4ZL**.

## **11. How the contract is formed between you and us**

11.1. The site explains the steps you need to take to place an order on our site.

- 11.2. Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.
- 11.3. After you place an order, you will receive an email from us acknowledging that we have received your order. Please note this means that your order has been accepted and you have undertaken an obligation to pay. The contract between you and us will be formed when we send you this email confirmation.

## **12. Our right to vary these terms**

- 12.1. We may revise these Terms from time to time in the following circumstances:
- changes in how we accept payment from you;
  - changes in relevant laws and regulatory requirements;
  - any other reasonable circumstance
- 12.2. Every time you order a Product(s) from us, the Terms of business in force at that time will apply to the Contract between you and us.
- 12.3. Whenever we revise these Terms in accordance with clause 12, we will keep you informed and give you notice of this by stating that these Terms have been amended and the relevant date at the top of this page.

## **13. Your cancellation and refund rights if you are a consumer**

- 13.1. If you are a consumer, you have a legal right to cancel a Contract under the The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. This means that during the relevant period, as outlined in clause 13.3, if you change your mind or for any other reason you decide you do not want to continue with your registration, you can notify us, in writing, as outlined in clause 13.4, of your decision to cancel the Contract and receive a refund. Advice about your legal right to cancel the Contract [under these regulations] is available from your local Citizens' Advice Bureau or Training Standards office.
- 13.2. Your legal right to cancel a Contract starts from the date of the email confirmation, which is when the Contract between us is formed. If your registration has already been processed you have a period of 14 (fourteen) days in which you may cancel, starting from the day after the day you receive the confirmation email. Working days means that Saturdays, Sundays and public holidays are not included in this period.
- 13.3. To cancel a Contract you must contact us in writing either by sending an email to [info@cipp.org.uk](mailto:info@cipp.org.uk) or by sending a letter to **CIPP, Goldfinger House, 245 Cranmore Boulevard, Shirley, Solihull, West Midlands, B90 4ZL**, addressed to the relevant department. You may wish to keep a copy of your cancellation notification for your own records.
- 13.4. You will receive a full refund of the price you paid for the registration. We will process the refund due to you as soon as possible, and in any case, within 14 calendar days of the day on which you gave us notice of cancellation as described in clause 13.3.
- 13.5. We will refund you on the credit/debit cards used by you to pay. In the case of BACS transfer we will refund to a bank account on proof of ownership of said account.

## **14. Pricing**

- 14.1. Prices for our Products may change from time to time, but changes will not affect any Order for which we have confirmed with an email confirmation.

14.2. VAT will be applied, where applicable, at the current rate chargeable in the UK at the time order.

## **15. How to pay**

15.1. You can pay for Products using a debit card or credit card. Please note the CIPP does not accept AMEX or Diners.

15.2. The CIPP will issue an invoice on request for training courses and events.

## **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 an event outside our control. An event outside our control is defined below in clause 16.2.

16.2. An event outside our control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks, or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

16.3. If an event outside our control takes place that affects the performance of our obligations under a Contract:

- we will contact you as soon as reasonably possible to notify you; and
- our obligations under a Contract will be suspended and the time for performance of our obligations will be extended for the duration of the event outside our control.
- Where the event outside our control affects our delivery of Products to you, we will arrange a new delivery date with you after the event outside our control is over.

## **17. Communications between us**

17.1. When we refer, in these Terms of business, to "in writing" this will include email.

17.2. If you wish to contact us in writing, or if any clause in these Terms of business requires you to give us notice in writing, you can send this to us by email to [info@cipp.org.uk](mailto:info@cipp.org.uk) or by post to the registered address displayed in clause 3.1.

17.3. We will confirm receipt of this by contacting you in writing, normally by email. If you are exercising your right to cancel under clause 13, please see clause 13.4 for how to tell us this.

17.4. If we have to contact you or give you notice in writing, we will do so by email or by the postal address you provide to us in your Order.

## **18. Other important terms**

18.1. We may transfer our rights and obligations under a Contract to another organisation, but this will not affect your rights or our obligations under these Terms of business. We will always notify you either in writing, or by posting on this webpage, if this happens.

18.2. You may only transfer your rights or obligations under these Terms of business to another person if we agree in writing. This Contract is between you and us. No other person shall have any rights to enforce

any of its Terms of business. Each of the paragraphs of these Terms of business operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

- 18.3. If we fail to insist that you perform any of your obligations under these Terms of business, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.4. These Terms of business are governed by English law. This means a Contract for the purchase of Products through our site and any dispute or claim arising out of, or in connection with it, will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. You may access the website from anywhere in the world; however, this legal notice shall apply regardless of how you access the website and from where.
- 18.5. If a provision of the Contract is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Contract.