

The Chartered Institute of Procurement and Supply, including the CIPS Group (the Supplier)

BASIS OF SUPPLY

Any proposal submitted by the Supplier is submitted subject to the following terms:

CO-OPERATION

- The Customer is a business customer (i.e., customer who is not a consumer) and agrees to co-operate with the Supplier in all matters relating to the deliverables and will provide such resource, equipment and materials requested by the Supplier and as necessary to enable the Supplier to perform its obligations under the Agreement.

DELIVERABLES

- The deliverables are licenced to the Customer, not sold, and no title to any deliverables shall pass to the Customer under any circumstances.
- The Supplier shall provide the deliverables using reasonable skill and care. The deliverables are provided to the Customer on an "as is" basis and the Supplier shall insofar as is reasonably practicable, supply the deliverables to the Customer in accordance with the specification provided by the Supplier in all material respects;
- The Supplier provides no guarantee or warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date.

TIMESCALES

- The Supplier shall use reasonable endeavours to meet any agreed timescales, but any such timescales shall be estimates only and time shall not be of the essence for performance of the deliverables.

CHARGES

- The Suppliershall be entitled to increase its charges on an annual basis with effect from 1st November of each year in line with the percentage increase in the Retail Prices Index in the preceding 12-month period;
- The Customer must pay each of the Supplier's invoices without any set-off or other deduction within 30 days from the invoice date;
- The Supplier shall be entitled to cancel or suspend any further deliveries of deliverables if the Customer fails to make payment by the due date.

INTELLECTUAL PROPERTY RIGHTS

- The Supplier shall own all IPRs. No IPRs shall vest in the Customer save for a non-exclusive limited licence to use the deliverables and any products for its internal business purposes.

CANCELLATION POLICY

- If the Customer cancels an order after entering into the Agreement, a cancellation fee shall be payable as follows: 50% of the Price for any cancellations between 4 and 8 weeks prior to the agreed commencement date; and 100% of the Price for any cancellations made less than 4 weeks prior to the agreed commencement date.

ELECTRONIC COMMUNICATIONS MEDIA

- In respect of any deliverables provided using electronic communications media:
 - the Customer is responsible for configuring their own information technology and the Supplier is not responsible for any failure to access the deliverables as a result of the incompatibility of the Customer's computer programmes or hardware;
 - the Supplier does not warrant that the use of the deliverables will be uninterrupted or error-free and the Supplier is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet; and
 - the Customer must ensure that the maximum number of users that it authorises to access and use the deliverables shall not exceed the agreed number of users. The Supplier shall be entitled to audit the number of users and if the number of actual users exceeds the agreed number of users such that the Customer has underpaid, the Customer shall pay the Supplier an amount equal to such underpayment.

LIABILITY

- The Customer's exclusive remedy for the Supplier's failure to provide the deliverables in accordance with the Agreement shall be for the Supplier to (at its option) re-perform, replace, repair or correct the defective deliverables;
- the Supplier shall have no liability in respect of any: special, indirect consequential or pure economic loss, costs, damages, charges or expenses; loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill;
- the Supplier's total aggregate liability arising in connection with the performance or contemplated performance of the Agreement shall not exceed the total charges received by the Supplier under the Agreement.

GOVERNING LAW

- The Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.