



IFoA eShop sales: Terms and Conditions

1. Definitions

'eShop' means the retail gateway hosted on the IFoA website <https://my.actuaries.org.uk/> and associated offline sales channel selling materials related to actuarial learning contactable at publications@actuaries.org.uk.

'IFoA' 'we' 'our' and 'us' means the Institute and Faculty of Actuaries (RC000243), incorporated by Royal Charter having its registered office at Staple Inn Hall, London, WC1V 7QJ. VAT number 232-7987-36.

'Key legal rights' means the rights described in the Appendix to these terms and conditions which are available to consumers under the Consumer Rights Act 2015.

'Product' means any product whether a physical good or digital content available to order on our eShop from time to time.

'you' and 'your' means the individual or business entity ordering goods under these Terms and Conditions.

2. Price and payment

- 2.1 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.
- 2.2 We will take payment for all Products in full from you at the time that you place your order except where you are a business customer and alternative payment arrangements have been agreed by us.
- 2.3 Product prices exclude Value Added Tax (VAT). VAT will be payable where relevant at the prevailing rate.
- 2.4 Online payment is accepted by credit or debit card.
- 2.5 If you are a business user and ordering via the offline channel payment is by invoice within thirty (30) days of placing your order.

3. How the contract is formed between you and us

- 3.1 After placing an order, you will receive an e-mail acknowledgment from us. The IFoA's acceptance of your order brings into existence a legally binding contract between us and you on these terms. Nobody else can enforce the contract. 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.

- 3.3 If you are ordering a Product as a consumer a summary of the Key legal rights available to you are set out in the Appendix to these terms and conditions.

4. Withdrawal from the contract

- 4.1 The IFoA are entitled to withdraw from the contract in the case of clear error or inaccuracy regarding the Products for sale in the eShop. If the error is about the price of a Product that you have ordered, we will contact you to provide the correct price and establish if you wish to continue with your order at the corrected price or cancel your order.
- 4.2 If you are an individual consumer, i.e. not buying on behalf of a business, you may cancel the contract at any time within fourteen (14) days, beginning on the day after you received the Products.
- 4.3 To exercise your right to cancel the contract and return your order you must notify the IFoA in writing at publications@actuaries.org.uk quoting your order number.
- 4.4 You must return the Products to us at your own cost within fourteen (14) days of exercising your right to cancel the order.
- 4.5 The IFoA will issue a full refund within fourteen (14) days of receipt of your returned Product(s).
- 4.5 If you are buying on behalf of a business there is no automatic right to cancel the contract.
- 4.6 There is no right of withdrawal, return or cancellation in respect of the sale of IFoA Core Reading materials.

5. Availability and delivery

- 5.1 Orders are processed on a weekly basis each Wednesday at 3pm, orders placed after this time will be processed the following Wednesday.
- 5.2 The IFoA will post the Products ordered by you to the person and address you gave at the time of your order. If you have ordered an online Product this will be delivered to the email address given at the time of your order.
- 5.3 If you are ordering physical Products to be delivered outside the United Kingdom you are responsible for both customs clearance and payment of any required customs duties and/or local taxes. You must also 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.

6. Refunds

- 6.1 If you return a Product to us under clause 4 above, or because you do not accept a variation under clause 9 below or because it is defective, we will process the refund

due to you as soon as possible and, in any case, within fourteen (14) days of the receipt of the returned Products by the IFoA.

- 6.2 You will be responsible for the cost of returning Products when exercising your right to withdraw from the contract under clause 4 above or because you do not accept changes made under clause 9.
- 6.3 If you are returning a Product because it is defective we will replace the Product or issue a refund as agreed within fourteen (14) days of receipt by us. Where a Product is defective we will also refund the return delivery charges and any reasonable costs you incur in returning the item to us.
- 6.4 Refunds will be sent to the original payment method where possible. Any refund requested to an alternative payment method will require a combination of identity documents to be produced to confirm the account or card holder is the original purchaser of the Products.

7. Liability

- 7.1 If the Product(s) arrive damaged or there is an incorrect quantity in the order the IFoA shall have no liability to you unless you make notification of this in writing within five (5) working days of delivery.
- 7.2 In the event of a notification being made under clause 7.1 above the IFoA will send a replacement Product or additional copies as required or process a refund where agreed. Our publications team can be contacted at publications@actuaries.org.uk and will do their best to resolve any problems you have with us or our Products.
- 7.3 How we use any personal data you give us is set out in our privacy notice available at on our website: <https://actuaries.org.uk/privacy-notice/>
- 7.3 The IFoA accept no liability to you for any indirect or consequential loss or damage arising from any issue you notify under this condition and have no liability to pay any monetary amount to you by way of compensation other than to refund to you the amount paid by you for the goods in question where agreed.
- 7.4 Nothing in the contract excludes or limits any rights you might have as a consumer under the relevant laws in your local jurisdiction. If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and conditions and that you have no claim for innocent or negligent misrepresentation based on any statement in these terms and conditions.
- 7.5 *Force Majeure*: the IFoA shall have no liability to you for any failure to deliver Products that you have ordered or any delay in doing so or for any damage to goods delivered that is caused by any events or circumstances beyond its reasonable control.

8. Warranty

- 8.1 We warrant to you that any Product purchased from us will, on delivery, conform in all material respects with its description and be of satisfactory quality.

9. Our right to vary these terms and conditions

- 9.1 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.
- 9.2 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 it 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 to the terms and conditions, unless you notify us to the contrary within seven (7) days of receipt by you of the Products).

10. Severability

- 10.1 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.

11. Entire agreement

- 11.1 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.
- 11.2 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.
- 11.3 Each of us agrees that our only liability in respect of those representations and warranties that are set out in these terms and conditions (whether made innocently or negligently) will be for breach of contract.
- 11.4 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.

12. Law and jurisdiction

- 12.1 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.

APPENDIX

Summary of your key legal rights

If your Product is **goods**, the Consumer Rights Act 2015 says goods must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your Product your legal rights entitle you to the following:

- Up to 30 days: if your goods are faulty, then you can get a refund.
- Up to six months: if your goods can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- Up to six years: if your goods do not last a reasonable length of time you may be entitled to some money back.

If your Product is **digital content**, for example a video content of conference session, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- If your digital content is faulty, you're entitled to a repair or a replacement.
- If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

We are committed to maintaining an exceptional level of service to all. If you experience a problem of any kind with your transaction contact us at publications@actuaries.org.uk in the first instance and we'll work with you to fix it. If you need more help with your concern please refer to our complaints process: <https://actuaries.org.uk/about-us/choosing-the-right-avenue-for-your-complaint/>