

The Terms on which we supply any of the products (“Products”) listed on our website at <https://www.smmtqm.co.uk> (“Website”) to you are as set out below. By clicking on the button marked “I Accept” at the end of these Terms, you agree to be bound by these Terms together with any terms and conditions of use included on the Website. If you do not click on the button marked “I Accept” at the end of these Terms, you will not be able to order any Products from the Website. You should retain a copy of these Terms each time we conclude a Contract with you for future reference.

**This is a summary of some of your key rights if you have purchased Products as a consumer.**

*The law says that you have a 14 day right to change your mind and get a full refund on your Products. If you have purchased Digital Materials such as e-manuals and e-books, You do not have this right to cancel once you have been provided with access to the materials.*

*Products must be as described, fit for purpose, and of satisfactory quality.*

*If the Products are 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 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.*

**Important information on downloading costs and ‘bill shock’:**

*When you buy Digital Materials, please check the file size of your digital content carefully as using too much data might mean that you exceed your data limit, and you could face paying more than you were expecting.*

**1. INFORMATION ABOUT US**

1.1. The Website is operated by SMMT Quality Management Ltd (we, our, us). We are registered in England and Wales under company number 8229698 with our registered office at 71 Great Peter Street, London SW1P 2BN. Our main trading address is 2680 Kings Court, The Crescent, Birmingham Business Park, Birmingham, B37 7YE. Our VAT number is GB765570786. Our email address is [enquiries@smmtqm.co.uk](mailto:enquiries@smmtqm.co.uk)

**2. INTERNATIONAL SALES**

2.1. When ordering Products for delivery overseas you may be subject to import duties and taxes. Our prices for the Products are exclusive of any such duties and taxes and you shall be solely responsible for meeting the costs of any such duties and taxes.

2.2. The Website is not intended for use in any jurisdiction in which it or any of the Products sold through it would be unlawful. You warrant that your use of the Website and your purchase of any Products under a Contract made via the Website is in compliance with all local laws and regulations applicable to you and in the country to which the Products are to be delivered. You shall indemnify us against all losses we may suffer arising as a result of your breach of the warranty set out in this condition.

**3. CONTRACT FORMATION**

3.1. After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a Product subject to these Terms.

3.2. Unless you are a consumer Customer, to the extent legally permissible, you agree that we have no obligation to provide you with any information additional to that included within the Website from time to time prior to you making an order. All Customers agree that we have no obligation to issue any further acknowledgement of contracts made between us than we may issue to you from time to time.

3.3. It is your obligation to ensure that the terms of your order are complete and accurate.

3.4. Any order shall be accepted entirely at our discretion. We will confirm acceptance to you by sending you an e - mail that confirms that the Product has been dispatched (the “Dispatch Confirmation”). The contract (“Contract”) for the sale of the Products included in your order will only be formed when we send you the Dispatch Confirmation.

3.5. 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.

3.6. Each contract concluded between us via the Website and in accordance with these Terms shall be deemed to have been completed in England and Wales at our normal place of business at the time at which we provide the Dispatch Confirmation. Contracts will be concluded in the English language only.

3.7. Before you place your order for digital materials, you must check that the hardware and software requirements of your computer or device mean that you can access and use the digital materials. Please refer to any technical requirements information in the Product details.

**4. CONTRACT CANCELLATION – COOLING OFF PERIOD FOR CONSUMERS**

4.1. If you are a business customer, you can only cancel an order (or any part of an order) which we have already accepted, with our prior agreement in writing and provided that you indemnify us in full for all costs already incurred by us in relation to that order including any reasonable administrative charges. This section does not apply to digital materials that you have already been given access to – refer to 4.3 below.

4.2. If you are a consumer customer, you can cancel an order (or any part of an order) for physical Products within 14 days of receipt of the goods (“Cooling Off Period”). To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g., a letter sent by post or email) using the contact details at 1.1. You may use the model cancellation form set out in Schedule 1 of these Terms but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than the least expensive type of standard delivery offered by us). We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after the day we received back from you any goods supplied. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

4.3. When you place an order for Digital Materials you will be asked to tick a box to confirm that you consent to the Digital Materials being made immediately available to you

after your order has been accepted and that you acknowledge that this means if you are a consumer you lose your consumer right to cancel the Contract unless the Digital Materials are faulty.

## **5. PERMISSION TO USE THE DIGITAL MATERIALS**

- 5.1. When you purchase Products which are provided digitally (“Digital Materials”) and they are made available to you, you will not own them. Instead we give you permission to use them subject to the Terms of this Contract (also known as a ‘licence’) including downloading, accessing, and enjoying the Digital Materials, together the “Permitted Purposes”.
- 5.2. The Digital Materials may be used for the Permitted Purposes in the country in which they were purchased by either the individual consumer for personal and non-commercial use or where you are a business customer by your employees for internal business purposes only depending on which package you have placed an Order for. All use must comply with local laws.
- 5.3. This permission or licence is non-exclusive to you. We may supply the same or similar Digital Materials to other users.
- 5.4. This licence does not permit the Digital Material to be:
  - 5.4.1. copied or reproduced by you;
  - 5.4.2. changed by you (which means, in particular, that you are not allowed to adapt, modify or decompile it); or
  - 5.4.3. distributed, transferred or sold by you to any third party; or
  - 5.4.4. used for any other purpose beyond the Permitted Purposes.
- 5.5. You are prohibited from permitting or enabling any third parties from using the Digital Materials.
- 5.6. Where you have purchased a Subscription for your e-book, the Digital Material shall include any Sanctioned Interpretation updates to the e-book which are published during the subscription period as well as access to the Rules and Auditor Guide.
- 5.7. The Digital Materials contain information which is owned by us and/or third parties. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 5.8. Except to the extent that you have permission to use the Digital Materials under this section, you will not obtain any rights of ownership or other rights (of whatever nature) in the Digital Materials or in any copies of them.
- 5.9. You are responsible for maintaining the security of all user login credentials and passwords provided to you.
- 5.10. You may not exceed the number of permitted downloads as detailed in your Order. If you do exceed the number of downloads we may contact you and require you to purchase additional licences.
- 5.11. When we supply the Digital Materials:
  - 5.11.1. we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content; and
  - 5.11.2. you acknowledge that there may be minor errors or bugs in it.

## **6. THIRD PARTIES**

- 6.1. We may provide links on the Website to the websites of third parties, whether affiliated with us or not. We cannot give any undertaking or warranty in relation to such third party websites or to the products you purchase from third parties to whose website we have provided a link and all warranties, conditions and other terms (whether express or implied) in relation to such third party websites and products are, to the fullest extent permitted by law, disclaimed by us.

## **7. DELIVERY**

- 7.1. Any dates specified by us for delivery of the Products are intended to be an estimate only.
- 7.2. For physical Products :

- 7.2.1. we will endeavour to fulfil your order by the delivery date set out in the Dispatch Confirmation or, if no delivery date is specified, then within 30 days of the date of the Dispatch Confirmation.
  - 7.2.2. Unless otherwise agreed in writing by us, delivery of the Products shall be deemed to take place at our normal place of business in normal business hours.
  - 7.2.3. We will only accept a claim for non-delivery of an order after 21 days have passed from date of dispatch. From the 22nd day following dispatch, customers have a further 21 days to notify us of a missing item, upon which time we will investigate with the courier. Once 42 days are passed we will not be able to investigate lost items or accept any claims for missing items; and
  - 7.2.4. If you are a consumer and we are unable to deliver the Products you have ordered then you may contact us for a full refund of the price paid including any delivery charges. You must wait for two weeks following the date of your Dispatch Confirmation for domestic sales or four weeks following the date of your Dispatch Confirmation for international sales. We cannot process any refund until the relevant period of time has passed.
- 7.3. For Digital Materials :
    - 7.3.1. Once you have placed your order and the Dispatch Confirmation has been sent to you the digital content will be made available to you; and
    - 7.3.2. If something happens which is outside of our control and affects your ability to access and use the Digital Materials, we will let you know when you can expect to be able to do so.
    - 7.3.3. You will be given the option to access the Digital Materials either via the QMS Platform made available to you and/or via the SMMT IF eBook Reader app (App). If you use the App separate terms of use, attached as Schedule 2, will apply in addition to this Contract and these Terms.

## **8. RISK AND TITLE**

- 8.1. For physical Products:
  - 8.1.1. Once your order is delivered to you, you are responsible for looking after the Products.
  - 8.1.2. You will own the Products once they have been delivered to you and we have received full payment, including any delivery charges (whichever is the later).
- 8.2. For Digital Materials your rights are set out in Clause 5.

## **9. PRICE AND PAYMENT**

- 9.1. The price of any Products (including subscription products) will be as quoted on the Website from time to time, except in cases of error.
- 9.2. These prices include VAT where applicable but exclude delivery costs, which will be added to the total amount due as set out in our delivery information.
- 9.3. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.
- 9.4. The Website contains a large number of Products and it is always possible that, despite our best efforts, some of the Products listed on the Website may be incorrectly priced. We will normally verify prices as part of our dispatch procedures so that, where a Product’s correct price is less than our stated price, we will charge the lower amount when dispatching the Product to you or making Digital Materials available. If a Product’s correct price is higher than the price stated on the Website, we will, at our discretion, either contact you for instructions before dispatch, or reject your order and notify you of such rejection.
- 9.5. We are under no obligation to provide the Product to you at an incorrect (lower) price, unless we have confirmed it in a Dispatch Confirmation.

- 9.6. Except where an invoice is requested in accordance with condition 9.8, payment for all Products must be by credit or debit card. Credit and debit cards accepted by us are as specified on the Website. On selecting the Product and accepting these Terms and Conditions, you will be directed to the Stripe payments micro-site operated by Stripe Payments UK Ltd which facilitates card transactions to be accepted over the Internet. We do not have access to any payment details that you enter onto that micro-site.
- 9.7. We will not charge your credit or debit card until we despatch your order.
- 9.8. If you require an invoice, you may request this when you place the order and a Dispatch Confirmation will be issued once full payment of the invoice has been received by us.
- 9.9. If you are a business customer and have purchased a subscription product, you must pay the price according to the number of permanent [or fixed term] employees you have within your global organisation at the time of purchase. If the number of employees decreases or increases during the subscription period, there will be no change to the price.
- 9.10. If you are business customer and have purchased a subscription product we reserve the right to ask you to provide such evidence as may be required in order to verify the number of employees in your global organisation. This right shall survive the termination of the Contract for any reason.

#### **10. REFUNDS POLICY**

- 10.1. You will be deemed to have accepted the Products as being in accordance with the Contract unless you notify us in writing of any defect or other failure of the Products to conform with the Contract within 7 days of the date of delivery of the Products where the defect or failure would be apparent upon reasonable inspection of the Products or within a reasonable time where the defect or failure would not be so apparent within 7 days of the date of delivery, failing which you shall not be entitled to reject the Products and we shall have no liability for such defect or failure, and you shall be bound to pay the price as if the Products had been delivered in accordance with these Terms.
- 10.2. Except for any Products returned in the Cooling Off Period (as set out in section 4 above), Digital Materials made available to you and Products which are defective, Products, once delivered, may not be returned unless their return is agreed in advance in writing by us, and subject to the following conditions:
- 10.2.1. Products are returned in a pristine and unused condition with the original packaging intact;
- 10.2.2. Returned Products are received by us within 30 days of delivery of those Products;
- 10.2.3. all packaging, postage and other re-delivery costs of whatever nature are paid by you; and
- 10.2.4. returned Products are accompanied by a written record of invoice number, date and a note of reasons for their return.
- 10.3. When you return a Product to us (other than in the Cooling Off Period), we will examine the returned Product and will notify you of your refund via e-mail within a reasonable period of time. If we grant a refund then we will refund any money received from you using the same method originally used by you to pay for your purchase. We will process any refund due to you within 14 days of the day on which we confirm to you via email that you are entitled to a refund.
- 10.4. Products returned by you because of a genuine defect will be refunded in full, including a refund of the delivery charges for sending the item to you and the cost incurred by you in returning the item to us.
- 10.5. For the return of high-value Products, we recommend that you use a recorded delivery service, as we cannot be responsible for non-delivery of returned items.
- 10.6. If you are a business customer any warranties set out in these Terms are the only warranties which shall be given by us and all warranties, conditions and other terms

implied by statute or common law are, to the fullest extent permitted by law, excluded. If you are a consumer customer the Products must be as described, fit for purpose and of satisfactory quality.

#### **11. OUR LIABILITY**

- 11.1. If you are a consumer and have purchased Digital Materials which have caused harm to your device or to your other digital content you may be entitled to ask us to repair the damage within a reasonable time and without significant inconvenience to you or to make reasonable compensation to you. Any compensation payable to you will be payable in the same manner as refunds as set out in 10.3 above.
- 11.2. Except as set out in 11.1 above, our liability in connection with any Product purchased through the Website is strictly limited to the purchase price of that Product including the delivery charges.
- 11.3. This does not include or limit in any way our liability:
- 11.3.1. for death or personal injury caused by our negligence;
- 11.3.2. for fraud or fraudulent misrepresentation; or
- 11.3.3. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 11.4. **If you are a business customer:** we accept no liability for:
- 11.4.1. any loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, waste of management or office time (in each case whether direct or indirect); or
- 11.4.2. any liability arising to any third party;
- 11.4.3. for any indirect or consequential loss or damage of any kind; however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 11.5. **If you are a consumer customer:** except for any legal responsibility that we cannot exclude in law as set out in 11.3 or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- 11.5.1. losses that were not foreseeable to you and us when the Contract was formed;
- 11.5.2. losses that were not caused by any breach on our part;
- 11.5.3. business losses; or
- 11.5.4. losses to non-consumers.
- 11.6. If you have a complaint about the Product or our service please contact: [enquiries@smtqm.co.uk](mailto:enquiries@smtqm.co.uk)
- 11.7. If you are a consumer and have purchased digital materials which have caused harm to your device or to your other digital content you may be entitled to ask us to repair the damage within a reasonable time and

#### **12. WRITTEN COMMUNICATIONS**

- 12.1. We will contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

#### **13. NOTICES**

- 13.1. All notices given by you to us must be sent by first class post to the Publication Sales Manager at our office address or by email to [ifpublications@industryforum.co.uk](mailto:ifpublications@industryforum.co.uk)
- 13.2. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in condition 12. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter within the United Kingdom. In proving the service of any notice, it will

be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified email address of the addressee.

#### **14. TRANSFER, ASSIGNMENT AND THIRD PARTY RIGHTS**

- 14.1. The contract between you and us is binding on you and us and on our respective successors and assigns.
- 14.2. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 14.3. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract. You will be provided with written notice of any such transfer, assignment, charge, sub-contract or other disposal.
- 14.4. No third party shall have the benefit of or the right to enforce these Terms or any Contract made under them.

#### **15. EVENTS OUTSIDE OUR CONTROL**

- 15.1. 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 events outside our reasonable control (“Force Majeure Event”). We may cancel or suspend the performance of any Contract in the event of a Force Majeure Event affecting the performance of that Contract.
- 15.2. If you are a consumer the rights set out in section 15.1 shall apply mutually.

#### **16. TERMINATION**

- 16.1. We may terminate any Contract by written notice with immediate effect if: (a) in the case of a company you become or we believe that you are reasonably likely to become insolvent, if any steps are taken to have a liquidator, receiver or appointed over any of your assets or if you enter into a corporate voluntary arrangement as defined by the Insolvency Act 1986 or compromise any debts with creditors or in the case of a consumer you are declared bankrupt; or (b) you breach these Terms or any Contract (including Schedule 2); or (c) any sum payable under these Terms or any Contract is not paid within seven days of its due date for payment.
- 16.2. Termination of any Contract for any reason shall be without prejudice to the rights and remedies of either of us which may have accrued up to termination. If you are a business customer, on termination all sums owing pursuant to any Contract shall become immediately due and payable.

#### **17. WAIVER**

- 17.1. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.3. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with condition 12 above.
- 17.4. If you are a consumer this section 17 shall apply mutually.

#### **18. SEVERABILITY**

- 18.1. If any of these Terms 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.

#### **19. ENTIRE AGREEMENT**

- 19.1. If you are a consumer customer this section 19 does not apply to you.
- 19.2. These Terms and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 19.3. We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these Terms.
- 19.4. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party’s only remedy shall be for breach of contract as provided in these Terms .

#### **20. VARIATIONS**

- 20.1. We have the right to revise and amend these Terms from time to time.
- 20.2. You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms 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 before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the Terms, unless you notify us to the contrary within seven working days of receipt by you of the Products).

#### **21. COPYRIGHT NOTICE**

- 21.1. All design, text, graphics and the selection or arrangement thereof are the copyright of SMMT Quality Management Ltd or of other copyright owners .

#### **22. LAW AND JURISDICTION**

- 22.1. If you are a business customer, this Contract will be governed by English law. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.
- 22.2. If you are consumer customer relevant United Kingdom law will apply to this Contract. If you want to take court proceedings the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction to this contract.

#### **Schedule 1 - Model Cancellation Form**

You may complete and send us this form to cancel your order as outlined in Condition 4.2

To SMMT Quality Management Ltd (address or [enquiries@smtqm.co.uk](mailto:enquiries@smtqm.co.uk)) :

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract for the supply of the following service [\*],

Ordered on [\*]/received on [\*],

[Name of consumer(s)],

[Address of consumer(s)],

[Signature of consumer(s) (only if this form is notified on paper)],

[Date]

[\*] Delete as appropriate