



- 5.1 CII will arrange for the delivery of the Products as instructed by the Customer (and subject to this Agreement). It is the Customer's responsibility to pay for all costs of the delivery. The costs will be included in the invoice for the Products (see Clause 6.3).
- 5.2 The Products will be delivered to the address specified on the Order Form and as accepted by CII in accordance with Clause 4.3. If the Customer needs to make any changes to the delivery address, this can only be at CII's sole discretion. The Customer will be liable for any additional costs incurred by CII as a result of such change. CII will arrange for suitable transport to the delivery address. If required CII (or its appointed carrier) will provide the Customer with the necessary export documents if the Customer is unable to prepare, as well as a delivery note.
- 5.3 Delivery or performance dates in relation to the supply by CII of Products are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery.
- 5.4 If the Customer alleges that any Products are defective, it will, if asked by CII, return the relevant Products (unaltered) to CII for inspection as soon as possible and at its own risk and expense.

## **6. PRICE AND PAYMENT TERMS**

- 6.1 The Customer will pay CII for the Products as set out in the terms of this Clause 6.
- 6.2 The CII may update its List Prices from time to time. The price applicable to each order will be the latest version of the List Prices for the Products.
- 6.3 CII will invoice the Customer as follows:-
- (a) where the Customer has asked CII to invoice the Customer per transaction, CII will send an invoice to the Customer within 7 days of fulfilment of each order; or
  - (b) where the Customer has asked CII to invoice the Customer on a monthly basis, CII will send an invoice to the Customer at the end of each month for all orders fulfilled during that month.
- 6.4 The Customer will pay to CII the total amount of each invoice in pounds sterling by bank transfer/BACS within 30 days from the date of the invoice, even where delivery may not have taken place and ownership of the Products has not passed to the Customer.
- 6.5 Except for CII e-learning Products, all amounts of money referred to in this Agreement or on any invoice will be exclusive of VAT (or any similar sales tax or any tax that replaces such sales taxes). Any tax payable in relation to an invoice must be paid by the Customer.
- 6.6 All money due to CII under this Agreement will have to be paid immediately if this Agreement is terminated.
- 6.7 The time for payment will be of the essence and no payment will be deemed to have been made until CII has received payment in cleared funds.
- 6.8 If the Customer does not pay any funds due on or before the date on which it is due, interest will be payable at the rate of 4% above the base rate of HSBC Bank plc from time to time. Interest will have to be paid at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.
- 6.9 The Customer will pay all money due under this Agreement without any deduction by way of set off, counterclaim, discount or otherwise.
- 6.10 CII reserves the right to change the invoicing procedures in Clause 6.3 where, in CII's reasonable opinion, the Customer has failed to comply with the payment terms. CII may require the Customer to pay for the Products at the time of placing the order.

## **7. CUSTOMER'S REPRESENTATIVE**

- 7.1 The Customer will appoint a suitably qualified and experienced person(s) ("**the Customer's Representative**"), who will be responsible for supervising and submitting on behalf of the Customer all orders for Products made under this Agreement.
- 7.2 The Customer's Representative will make all reasonable endeavours to be available to be contacted by CII, at all reasonable times during office hours (9a.m. to 5p.m.) on working days and to liaise with CII in relation to any matter arising out of the terms and conditions of this Agreement.
- 7.3 The Customer will notify CII in writing as soon as they have appointed a Customer's Representative, and following any change in the identity of the Customer's Representative.
- 7.4 If the Customer does not appoint a Customer's Representative at any time during the Term, CII may refuse to accept any order placed by the Customer until such time as a Customer's Representative is appointed and notified in writing to CII.

## **8. DISPUTES**

Subject as may be provided elsewhere in this Agreement, all disputes, differences or questions arising in relation to this Agreement shall be referred (if unable to be resolved initially by customer service) to the Development Director of CII and the Customer's Representative who shall meet together and attempt to settle the dispute between themselves (acting in good faith) within one calendar month. If the above persons fail to resolve the matter then it shall be referred to the Chief Executive Officer of CII and such person of sufficient seniority nominated by the Customer, who shall attempt to resolve the dispute within a further period of one calendar month. If the matter is still not resolved, then either party may refer the dispute to an appropriate court or tribunal.

**9. SCHEDULES**

This Agreement and any Schedules (if applicable) contain all matters agreed between the parties.

**10. INCORPORATION OF STANDARD TERMS AND CONDITIONS**

This Agreement is subject to CII's Terms and Conditions (the "**Conditions**"), which apply unless amended in writing. To view the latest version of the Conditions, please click on the following link: <http://www.cii.co.uk/terms-conditions/>. In case of any conflict between this Agreement and the Terms and Conditions, this Agreement will prevail.

**11. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute one and the same agreement.

This Agreement has been entered into on the date stated at the beginning of it.

**Signed** by (*Print Name*)

**Signature**

for and on behalf of **THE CHARTERED INSURANCE INSTITUTE**

**Signed** by (*Print Name*)

**Signature**

for and on behalf of .....