

Chartered Institute of Ergonomics & Human Factors Terms and Conditions of Business

The Chartered Institute of Ergonomics & Human Factors ('CIEHF') is a registered charity (1161870) and membership organisation (Company Number 1923559). In any agreement with CIEHF the following standard terms and conditions shall apply.

CIEHF shall provide the Goods or Services to the Customer as specified and shall continue to provide the Goods or Services until termination of the Agreement, or the completion of the Order, whichever happens first. For clarity, the Customer may be a member or non-member of CIEHF.

Payment

In consideration of the provision of the Goods or Services the Customer shall pay CIEHF the agreed sum within 30 days of the date of the invoice.

CIEHF will honour the price for the goods or service agreed with the Customer but reserves the right to amend the prices or fees at which such or similar goods or services may be offered to any other customer at any time, or to withdraw or suspend the same or similar offer in entirety.

Payments to CIEHF shall be made in pounds sterling against the CIEHF invoice relating to the Goods or Services via the Bank Automated Clearing System or equivalent and to benefit CIEHF c/o Lloyds Bank, Sort Code 30-95-21 and Account Number 00213686.

If the Customer fails to pay CIEHF by the due date then CIEHF shall maintain the right to cancel the contract and/or to suspend the supply of goods or services without prejudice to the right of CIEHF to recover damages for any loss. CIEHF shall maintain the option that any sum outstanding shall attract interest at the rate of 4% per month to be applied at any time following the expiration of the due date.

CIEHF shall have a general right upon any value or property belonging to the Customer and held by CIEHF and such right shall be exercisable in respect of all sums lawfully due from the Customer. CIEHF shall be entitled to dispose of such value, goods or property on the expiration of 14 days' notice in such manner and at such price as it sees fit and to apply the proceeds of any disposal directly towards reducing the sum owed to CIEHF. The Customer shall not be entitled to make any deductions, deferments or set-off in any respect of claims with or against CIEHF.

Event Booking & Cancellation

A booking made for a CIEHF event cancelled by notice a minimum of 8 weeks prior to any event is entitled to a refund of 90% of the fee paid.

A booking made for a CIEHF event cancelled by notice a minimum of 4 weeks prior to any event is entitled to a refund of 50% of the fee paid.

A booking made for a CIEHF event cancelled less than 4 weeks prior to any event is non-refundable, but may be transferred to an alternate delegate at a minimum of 48 hours' notice prior to the start time of an event at no charge.

Refunds will be made by CIEHF within 30 days following the published first day of the event. Should an event be cancelled or postponed by CIEHF then a maximum of a full refund of the fee paid, or a transfer of the booking, will apply.

Liability

Any act or omission on the part of CIEHF, employees, agents or sub-contractors shall be known as an Event of Default. CIEHF shall accept liability to any Supplier of services to CIEHF in respect of damage to the property of the Supplier resulting from the negligence of CIEHF or its employees, agents or sub-contractors up to an amount not exceeding £500,000. CIEHF shall not be liable to the Supplier in respect of an Event of Default for loss of profits, goodwill or any type of consequential loss. CIEHF shall have no liability to any Supplier in respect of any Event of Default unless the Supplier has served notice of the same upon the CIEHF within three months of the date it became aware of the Event of Default. Nothing in this clause shall confer any right or remedy upon the Supplier to which it would not otherwise be legally entitled.

Documentation

All documentation provided by CIEHF to the Customer shall remain the copyright of CIEHF. The Customer shall take all such steps as shall be necessary to protect CIEHF copyright and confidential information and shall not copy, reproduce, distribute, sell or disclose the contents of the same to any third party without the prior consent of CIEHF and payment to CIEHF of any applicable fee. The Customer undertakes to make its employees, agents and sub-contractors aware of these provisions and to use its best endeavours to ensure compliance by its said employees agents and sub-contractors with these obligations.

Termination

Any Agreement shall terminate automatically on completion of the supply of Goods or Services. In addition, CIEHF may terminate this Agreement by notice in writing to the Customer if the Customer is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purposes of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or takes or suffers any similar action which in the opinion of the party giving notice means that the other party may be unable to pay its debts.

Termination of this Agreement shall not affect the accrued rights of the parties arising in any way out of the Agreement as at the date of termination and, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive this Agreement shall remain in force and effect.

Governing law and jurisdiction

The validity construction and performance of the Agreement shall be governed by English Law. All disputes claims or proceedings between the parties relating to the validity construction or performance of the Agreement shall be subject to the non-exclusive jurisdiction of the High Court of Justice in England to which the parties hereto irrevocably submit. Each of the parties irrevocably consents to the award or grant of any relief in any such proceedings before the High Court of Justice in England. Either party shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgement or order obtained from the High Court of Justice in England.

If any dispute or difference shall at any time hereafter arise as to commission or royalty the matter shall be referred to an arbitrator to be appointed by the parties or in default of agreement by the President of the Law Society for the time being and his or their decision shall be binding on both parties and this shall be a submission to arbitration within the prevailing Arbitration Acts.

Force majeure

Neither party shall be in breach of the Agreement if there is any total or partial failure of performance of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies labour disputes of whatever nature and any other reason beyond the control of either party.

If either party is unable to perform obligations under this Agreement, then that party shall give written notice to the other of the inability which sets out full details of the reason. The operation of this Agreement shall be suspended only during the period in which the reason prevails. Upon the reason ceasing to exist, the party relying on it shall give written notice to the other of this fact. If the reason continues for a period of more than 90 days and substantially affects the commercial intention of this Agreement, the party not claiming relief shall have the right to terminate this Agreement upon giving 30 days' written notice of such termination to the other party.

Amendment/Waivers

This Agreement shall not be amended, modified varied or supplemented except in writing signed by a duly authorised representatives of the parties.

Notices

Notices may be given by either party by e-mail addressed to the relevant contact. Any such notice emailed shall be deemed to have been received 48 hours after the email containing the notice has been documented as mailed. All such notices shall be in English.