

ICAEW ONLINE BOOKSHOP:

LEARNING MATERIALS

TERMS AND CONDITIONS

1 About us

We are Institute of Chartered Accountants for England and Wales, incorporated by Royal Charter number RC 000246 with our principal place of business at: Chartered Accountants Hall, 1 Moorgate Place, London, EC2R 6EA. Our VAT number is: GB245788911.

2 How to contact us

You can contact us by sending an email to studentsupport@icaew.com or calling us on +44 (0)1908 248 250.

3 These terms

- 3.1 These terms apply to any purchases you make on the website at URL <https://ebookshop.icaew.com> hosted by Course Merchant on behalf of ICAEW. Your purchases will be made available for you to access via the BibliU platform on behalf of ICAEW. Details of how to access them are set out in clause 4.5 below. Please read these terms carefully before you place any orders on this site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 3.2 For the purposes of these terms, you are a **'consumer'** if you are a student buying Learning Materials from our site for the purpose of your own learning, or if you are otherwise buying Learning Materials from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a **'business customer'** if you are buying Learning Materials from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.
- 3.3 Any reference to **'we'**, **'us'** or **'our'** or 'ICAEW' in these terms is to Institute of Chartered Accountants in England and Wales and any reference to **'you'** or **'your'** is to the person placing an order on our site.
- 3.4 You must be at least 18 years old to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.
- 3.5 We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 3.6 Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.
- 3.7 Your use of our site is governed by our Website Terms of Use <https://www.icaew.com/icaew-policies/copyright-notice-and-disclaimer>.

4 Orders

- 4.1 Please check your order carefully and correct any errors before you submit it to us.
- 4.2 Your order is an offer to buy Learning Materials from us on these terms. Confirmation that your order has been successfully submitted does not mean that your order has been accepted by us.

- 4.3 Acceptance of your order by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.
- 4.4 If we do not accept your order, for example because we have been unable to take payment, the Learning Materials are unavailable, you are under 18, or there has been a mistake regarding the pricing or description of the Learning Materials, we will email you using the details you provided when you placed your order and provide you with a refund if payment has already been taken. We have the right to reject any order for any reason.
- 4.5 We use the BibliU platform to make the Learning Materials available to you. In order to access, view or download the Learning Materials you will need to visit BibliU via browser or app and login using your ICAEW login details.

5 Availability

- 5.1 We cannot guarantee that any Learning Materials will be available at any given time, or that access to the Learning Materials will be uninterrupted, error free or secure. For example, access to Learning Materials may be temporarily unavailable while we carry out maintenance or for other technical reasons.
- 5.2 In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain Learning Materials. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund if payment has already been taken.

6 Making changes to your order

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

7 Descriptions and technical requirement

- 7.1 Descriptions of our Learning Materials are set out on our site. Please read the descriptions carefully.
- 7.2 To access, download or use the Learning Materials, the following browsers are recommended: Google Chrome, Microsoft Edge, Mozilla Firefox, Opera, Brave, and Apple Safari. Your use of other browsers or the extensive use of firewalls or VPNs on your device may interfere with your ability to access, download and use the Learning Materials or certain features of the BibliU website or app. You are responsible for making sure that your device uses a recommended browser and does not use firewalls or VPNs to the extent likely to interfere with your access, download and use of the Learning Materials. You will need internet access to access the Learning Materials content and you are responsible for any charges you may incur in connection with such access. On purchasing the Learning Materials, you will be re-directed to the BibliU website or app and will be able to:
- 7.2.1 view the Learning Materials on-line, or
- 7.2.2 download the Learning Materials for offline reading through the BibliU app, The resolution and quality of the Learning Materials will depend on the type of device you are using, your resolution settings and the speed of your internet connection. For tips on how to optimise your viewing experience, go to <https://bibliu.com/legal/accessibility>

7.3 We are not liable to you if you are unable to access, download or use the Learning Materials due to a poor internet connection, for any reasons stated in clause 7.2, or for any other reason outside of our reasonable control.

8 Permission to use the Learning Materials

8.1 We give you a licence to access, download and use the Learning Materials provided you follow all of the rules in these terms. The licence starts when you access the Learning Materials for the first time.

8.2 The licence is for your personal and domestic use only. You must not use the Learning Materials for commercial, business or resale purposes.

8.3 If you are a business customer, the licence is for your internal business purposes only including resale to your own students or employers of your students only.

8.4 You do not own the Learning Materials or any of its contents but you may use it as set out in these terms. Other than as provided for in clause 8.3, you are not allowed to pretend that the Learning Materials are your own or make it available to others to download or use.

8.5 You must not conceal, change or remove any markings which show who owns the Learning Materials, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings, or try to circumvent any rights management or technical protection measures put in place to prevent you from using the Learning Materials in a way that you are not allowed to.

8.6 If you do not comply with any term in this clause 8, we have the right to end our contract with you immediately by sending an email to the address you provided when you placed your order.

8.7 If we end our contract with you in accordance with clause 8.6:

8.7.1 you will not be entitled to a refund and we may seek to recover reasonable compensation from you according to law to cover losses resulting directly from your breach of this clause 8;

8.7.2 you must immediately stop using the Learning Material;

8.7.3 we may remotely block your access to the Learning Material;

8.7.4 you must delete or remove the Learning Materials from any devices; and

8.7.5 we may delete or suspend access to your account.

9 Geographical restrictions

If you use the Learning Materials outside of the UK, you are responsible for ensuring that you comply with any local laws.

10 Prices

10.1 Prices for our Learning Materials are set out on our site. All prices are in pounds.

10.2 Prices for our Learning Material may change at any time. Except as set out in clause 10.3 below, such changes will not affect existing orders.

- 10.3 If there has been an error on the site regarding the pricing of any of our Learning Materials and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order and get a full refund. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

11 Payment

- 11.1 We accept the following credit cards and debit cards: Visa and Mastercard. All credit card and debit card payments need to be authorised by the relevant card issuer.
- 11.2 We accept promotional codes subject to their use in accordance with the terms of the promotion.
- 11.3 We will take payment from your card when you place your order.

12 How to download your Learning Materials

- 12.1 The Learning Material you purchase can be accessed via a link in your order confirmation email or on the order confirmation screen by logging into your BibliU account and going to 'My Purchases'. Please note that you lose your right to cancel your order once you start to access the Learning Materials. See clause 133 below for more information on your cancellation rights.
- 12.2 If you do not own the device you use to download the Learning Material, you must obtain permission from the owner to download the Learning Material onto their device.
- 12.3 The terms of use of your BibliU account and how it may be used to access and download the Learning Materials including restrictions on the number of devices on which they can be accessed are found at [URL].
- 12.4 If you are having trouble accessing or downloading the Learning Materials, please email us at studentsupport@icaew.com .or contact BibliU directly at <https://support.bibliu.com/hc/en-us/requests/new>. Instructions on how to use the Learning Materials can be accessed on our site.

13 Consumer cancellation rights

This clause 13 only applies to you if you are a consumer.

- 13.1 You have 14 days from the date of your order confirmation email to change your mind and cancel your order. However, you lose your right to cancel once you start to access the Learning Material and will not be entitled to a refund in such circumstances unless the Learning Materials is faulty.
- 13.2 To cancel your order, please email us at studentsupport@icaew.com or call us on +44 (0)1908 248 250. To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us.
- 13.3 We will provide you with a full refund as soon as possible and no later than 14 days after the day on which you told us that you want to cancel.
- 13.4 We will issue your refund to the same payment method you used when you placed your order.

14 Faulty Learning Materials—consumers

- 14.1 The Learning Materials that we provide to you must be as described, fit for purpose and of satisfactory quality.
- 14.2 If your access to or download of any Learning Materials is faulty due to a fault with the BibliU platform, we will endeavour to have the fault rectified within a reasonable time so that you can properly access or download the Learning Material.
- 14.3 If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.
- 14.4 If you can show that a fault in the Learning Materials has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.
- 14.5 This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 13 above. For more detailed information on your rights visit the Citizens Advice website at www.citizensadvice.org.uk or call 03454 04 05 06.
- 14.6 If there is a problem with your Learning Materials, please contact us as soon as reasonably possible.

15 Faulty Learning Materials—business customers

This clause 15 only applies to you if you are a business customer.

- 15.1 We warrant that the Learning Materials will conform in all material respects with its description on the site as of the date the Learning Materials is first made available for you to access, view and download.
- 15.2 If any Learning Materials does not comply with clause 15.1, we will (at our option) correct the errors within a reasonable time, replace the defective Learning Materials or refund any payments made for the defective Learning Materials, provided that:
- 15.2.1 you notify us by email to studentsupport@icaew.com within the 7 days; and
- 15.2.2 you provide us with sufficient information to enable us to reproduce the errors or investigate the defect.
- 15.3 If we provide you with a refund under clause 15.2:
- 15.3.1 you no longer have any rights to use the Learning Materials; and
- 15.3.2 you must remove the Learning Materials from any device and delete any copies.
- 15.4 Clause 15.2 sets out your sole and exclusive remedy for any breach of clause 15.1.
- 15.5 Except as set out in this clause 15, we give no warranties and make no representations in relation to the Learning Materials, and all warranties and conditions whether express or implied by statute, common law or otherwise (including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result) are excluded to the extent permitted by law.

16 Events beyond our control

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

17 Our liability to consumers

This clause 177 only applies to you if you are a consumer.

17.1 If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

17.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

17.3 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

18 Our liability to business customers

This clause 18 only applies to you if you are a business customer.

18.1 Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the Learning Materials.

18.2 We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

18.2.1 consequential, indirect or special losses; or

18.2.2 any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or
- (h) harm to reputation or loss of goodwill.

18.3 Nothing in these terms will limit or exclude our liability for:

18.3.1 death or personal injury caused by negligence;

18.3.2 fraud or fraudulent misrepresentation; or

18.3.3 any other losses which cannot be excluded or limited by law.

19 Your information

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here www.icaew.com/icaew-policies/privacy-notice/student-privacy-notice which explains what information we collect and hold about you, and how we collect, store, use and share such information.

20 No third party rights

No one other than us or you has any right to enforce any of these terms.

21 Complaints

21.1 If you are unhappy with us or the Learning Materials you ordered, please contact us at studentsupport@icaew.com.

22 Governing law and jurisdiction

22.1 If you are a consumer, the laws of England apply to these terms, although if you are resident elsewhere in the UK you will retain the benefit of any mandatory protections given to you by the laws of the region of the UK in which you live. Any disputes will be subject to the exclusive jurisdiction of the English courts. This means that you can choose whether to bring a claim in the courts of England or in the courts of the part of the UK in which you live.

23 If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or General terms

23.1 You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.

23.2 If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.

23.3 If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.

23.4 If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.

23.5 If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.

You can view all ICAEW policies at <https://www.icaew.com/icaew-policies>