

PLEASE READ THESE LICENCE TERMS CAREFULLY

We are the Institution of Engineering and Technology (“**us**”, “**we**” or “**our**”), a registered charity with charity number 211014 and address at 2 Savoy Place, London, WC2R 0BL.

This licence (“**Licence**”) is a legal agreement between you (“**you**”) and us.

The acknowledgment of order we sent to you by email (the “**Acknowledgement of Order**”) sets out the content of the subscription package you have chosen (the “**Licensed Materials**”) and the fee for that subscription package.

These are the terms on which we licence access to the Licensed Materials to you, via VitalSource Bookshelf (the “**Platform**”). We do not sell the Licensed Materials to you. We (and our co-owners and/or licensors) remain the owners of the Licensed Materials at all times.

These licence terms are for consumers and single user business customers. If you require a licence for more than one user, or to cover use by an organisation, please contact us for more information.

Please note that certain terms only apply if you are a consumer. If a term applies to a consumer only, this will be made clear.

You are a consumer if you are an individual and you are licensing the Licensed Materials from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

You are a business customer if you are licensing the Licensed Materials from us for use in connection with your trade, business or profession.

Please read these terms carefully before using the access code which we provide to you (“Access Code”) to obtain access to the Licensed Materials. By using the Access Code, you agree that you accept these terms. If you do not agree, do not use the Access Code and contact us to let us know that you do not agree so that we can cancel your order.

IT IS AGREED:

1 Grant and scope of licence

1.1 In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to access and view the Licensed Materials through the Platform on the terms of this Licence:

1.1.1 if you are a consumer, for non-commercial and educational purposes; or

1.1.2 if you are a business customer, in the performance of your commercial services.

1.2 Any use of the Licensed Materials which is not permitted by this Licence shall be a breach of this Licence.

1.3 For the avoidance of doubt, you acknowledge that you are only granted a licence for a single individual user for each Access Code that we issue to you. However, the Licence does allow that single individual user to view the Licensed Materials on up to

two static devices and two mobile devices provided the Platform is accessible on such device.

- 1.4 Your access to the Licensed Materials via the Platform is subject to you registering for a user account for the Platform and to the terms and conditions governing your use of the Platform as issued by VitalSource Technologies LLC from time to time.

2 Restrictions

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - 2.1.1 where you have chosen a password which enables you to access the Licensed Materials through the Platform, to keep this confidential and not to share the password with anyone;
 - 2.1.2 not to copy or amend any of the content in the Licensed Materials, except where such copying is incidental to normal access and use of the Licensed Materials through the Platform;
 - 2.1.3 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Licensed Materials nor permit the Licensed Materials or any part of them to be combined with, or become incorporated in, any other content;
 - 2.1.4 not to provide, or otherwise make available, the Licensed Materials in any form, in whole or in part, to any person without prior written consent from us; and
 - 2.1.5 not to attempt to extract the Licensed Materials from the Platform or to access or view the Licensed Materials outside the Platform.
- 2.2 If you cannot access the Licensed Materials due to a problem with the Access Code we provide to you, we will use reasonable efforts to correct the problem provided that you bring it promptly to our attention. If there is any malfunction or you experience any issues with the Platform which do not relate to the Access Code, you should contact the helpdesk of VitalSource Technologies LLC as set out in their terms and conditions of use.
- 2.3 You accept and agree that the Platform is operated by a third party, VitalSource Technologies LLC, and as such we cannot guarantee that access to the Platform will be uninterrupted and/or error free.

3 Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Licensed Materials throughout the world belong to us (or our co-owners or licensors), that rights in the Licensed Materials are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Licensed Materials other than the right to use them in conjunction with the Platform and in accordance with the terms of this Licence.
- 3.2 You are not permitted to use our trade mark(s) or trade name(s) without receiving our prior written consent.

4 Payment

- 4.1 The fee for the Licence is set out in the Acknowledgement of Order.
- 4.2 The fee for the Licence will need to be paid before you are provided with the Access Code which will enable you to access the Licensed Materials.
- 4.3 The fee is not refundable other than as stated in clauses 5 and 7.2.

5 Cancellation and refunds

- 5.1 This clause 5 only applies if you are a consumer.
- 5.2 You have a right to change your mind and cancel your order within 14 days of receiving your confirmation email containing the Access Code. To notify us of your decision to cancel, simply email us at digitalwiringregs@theiet.org. We will refund you the price you paid for the Licensed Materials within 14 days of your request by the method you used for payment.
- 5.3 If you use your Access Code to view the Licensed Materials at any time before the 14 days have expired, you will lose your 14 day right to cancel this contract.

6 Our responsibility for loss or damage suffered by you

- 6.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill.
- 6.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 6.3 **We are not liable for business losses.** If you use the Licensed Materials or the information contained within the Licensed Materials for any commercial or business purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

7 Termination

- 7.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 7.2 In the event that there is a third party intellectual property claim made in respect of the Licensed Materials, we may obtain the right for you to continue to access the Licensed Materials, replace or modify the Licensed Materials so that they become non-infringing or, if such remedies are not reasonably available, terminate this Licence and refund to you any sums paid for the Licence.
- 7.3 Upon termination for any reason:
 - 7.3.1 all rights granted to you under this Licence shall cease; and

7.3.2 you must cease all activities authorised by this Licence.

8 Which terms take precedence?

8.1 You acknowledge and agree that when you are using the Platform to view or access the Licensed Materials, the terms of this Licence will apply and to the extent of any conflict will take precedence over any relevant terms that apply to your access and use of the Platform.

9 Trial period

9.1 This clause 9 only applies if you have obtained a free trial for the Licensed Materials.

9.2 The free trial will last for a period of 14 consecutive days from the date on which we email you to confirm your free trial ("**Trial Period**"), but we reserve the right to cancel the Trial Period at any time and/or to change or modify the Licensed Materials which you can access during the Trial Period.

9.3 During the Trial Period all terms of this Agreement shall apply except clauses 4 and 5, and "**Acknowledgement of Order**" shall refer to the email confirming your free trial.

9.4 At the end of the Trial Period, you will no longer be able to access the Licensed Materials and will need to place a further order with us to continue your access on a paid for basis.

10 Communications between us

10.1 If you wish to contact us or to make a complaint, you can do so either:

10.1.1 by post at Michael Faraday House, Six Hills Way, Stevenage, Herts, SG1 2AY;

10.1.2 by email at digitalwiringregs@theiet.org; or

10.1.3 by telephone on 01438 765 678.

10.2 If we have to contact you, we will do so by email to the address you provide to us when you obtain this Licence.

11 Other important terms

11.1 We will use the personal information you provide to us in accordance with our [privacy statement](#), to enable you to access and view the Licensed Materials, and to process payment for the Licensed Materials or to process a refund if you decide to cancel this contract in accordance with your rights in clause 5 or if we terminate this Licence in accordance with clause 7.2.

11.2 This Licence constitutes the entire agreement between you and us, and supersedes any prior communication and all prior arrangements, whether written or oral, between you and us with respect to the subject matter hereof. We may make changes to the Licensed Materials or these terms, to reflect changes in relevant laws and regulatory requirements.

- 11.3 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 11.4 You may only transfer your rights or your obligations under this Licence to another person if we give you prior written consent.
- 11.5 This contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.
- 11.6 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.7 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.8 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of this Licence in the English courts. If you are a consumer and you live in Scotland you can bring legal proceedings in respect of this Licence in either the Scottish or the English courts. If you are a consumer and you live in Northern Ireland you can bring legal proceedings in respect of this Licence in either the Northern Irish or the English courts.

CANCELLATION FORM

(If you are a consumer and wish to withdraw from the contract, complete and return this form or send a cancellation email to digitalwiringregs@theiet.org , in both cases prior to viewing the Licensed Materials)

To the Institution of Engineering and Technology,

I hereby give notice that I cancel my contract for the licence of the Licensed Materials accessed via VitalSource Bookshelf.

Ordered on:

Name of consumer(s):

Address of consumer(s):

Signature of consumer(s) (only if this form is submitted on paper):

Date: