

AGREEMENT FOR THE SUPPLY AND PURCHASE OF GOODS AND/OR SERVICES

THIS AGREEMENT is made this _____ day of _____ 20____

BETWEEN

THE CHARTERED INSURANCE INSTITUTE, a corporate body formed under Royal Charter, with Company Number RC000104, having its principal office at 3rd Floor, 20 Fenchurch Street, London EC3M 3BY ("**CII**")

AND

[FULL COMPANY NAME], a company registered in England and Wales under [] whose registered office is at [] (“the Customer”)

Collectively (“the parties”)

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following expressions have the following meaning:

“List Prices” the prices for the Products as published by CII and updated from time to time by CII in accordance with Clause 6.2 but excluding any costs;

“Products” the goods and/or services to be supplied by CII to the Customer under this Agreement and all modifications, developments and improvements to the Products;

“Terms and Conditions” CII’s terms and conditions, to which this Agreement is subject to and which are attached in the Schedule.

2. SALE AND PURCHASE

2.1 This Agreement sets out the process for the supply and purchase of goods and/or services between the CII and the Customer.

2.2 This Agreement applies to all future arrangements between the parties to supply and purchase the Products or any other goods and/or services from CII unless the parties otherwise agree in writing.

3. DURATION

This Agreement comes into force on the date of the final signature below and continues for a period of [12] months] ("the Term") and from year to year until/or unless terminated in accordance with Clause 12 of the Terms and Conditions or by either party giving not less than 30 days written notice to the other party, such notice not to take effect until expiry of the Term

4. ORDER PROCESS

4.1 To place an order, the Customer must either:-

(a) send an order form ("Order Form") (in the form set out in CII's application form) to CII; or

(b) send an email or other form of written correspondence to CII giving sufficient details to enable CII to fulfil the order.

4.2 An order from the Customer is only binding on the Customer once it is accepted by CII, see Clause 4.3 below. CII may, at its sole discretion, accept amendments to an order after acceptance.

4.3 CII gives each order a transaction reference number. If the order is complete, the CII sends to the Customer a Order confirmation with the transaction reference number. If the order

is incomplete, CII will inform the Customer in writing detailing the information required to complete the order. Each party shall use the transaction reference number, if known, in all correspondence.

5. DELIVERY OF THE PRODUCTS

- 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 US Dollars 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 Business Development Manager 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 Business Development Director 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 day and year first above written

Signed by [*Print Name*]

Signature

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

Signed by [*Print Name*]

Signature

for and on behalf of **THE CUSTOMER**