

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PURCHASING ANY SERVICES OR DIGITAL CONTENT FROM THIS SITE

WEBSITE TERMS AND CONDITIONS OF SUPPLY

1. These terms

- 1.1 *What these terms cover.* These are the terms and conditions on which we supply products to you, whether these are services or digital content.
- 1.2 *Why you should read them.* Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 *Who we are.* We are The British Psychoanalytical Society (Incorporating the Institute of Psychoanalysis), a charitable company limited by guarantee registered in England and Wales under company number 200962 and charity number 212330. Our registered office is Byron House, 112a Shirland Road, London, W9 2BT.
- 2.2 *How to contact us.* You can contact us by telephoning our customer service team at 020 7563 500 or by writing to us at admin@iopa.org.uk or by post at Institute of Psychoanalysis, Byron House, 112A Shirland Road, W9 2BT. *How we may contact you.* If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.3 *"Writing" includes emails.* When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 *How we will accept your order.* Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us. If you are applying to be enrolled on a course please see clause 3.4.
- 3.2 *If we cannot accept your order.* If we are unable to accept your order, we will inform you of this in writing and will not charge you for the product. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a course or event is oversubscribed, because we have identified an error in the price or description of the product, because you do not fulfil the admission criteria or your application is not successful for a course, or because we are unable to meet a delivery deadline you have specified.
- 3.3 *Your order number.* We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

- 3.4 *Applying for a course.* When you apply to be enrolled on a course, there will be an administration fee to cover the cost of processing your application. Payment of this fee and acknowledgement of receipt of your application does not constitute admittance onto the course. You will be notified if further information is required and whether your application was successful or not within the timeframe indicated by us.

4. Your rights to make changes

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7).

5. Our rights to make changes

- 5.1 *Minor changes to the products.* We may change the product:

- 5.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 5.1.2 to implement minor technical adjustments and improvements, for example to address a security threat.

- 5.2 *More significant changes to the products and these terms.* In addition, as we informed you in the description of the product on our website, we may make more significant changes the product, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

- 5.3 *Updates to digital content.* We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the products

- 6.1 *When we will provide the products.*

- 6.1.1 *If the products are one-off services.* We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.
- 6.1.2 *If the product is a one-off purchase of digital content.* We will make the digital content available for download by you at the date or time specified when we accept your order.
- 6.1.3 *If the products are ongoing services or a subscription to receive goods or digital content.* We will supply the services, goods or digital content to you until either the services are completed or the subscription expires (if applicable) or the contract is otherwise terminated.

7. Delays outside our control

- 7.1 *We are not responsible for delays outside our control.* If our supply of the products is delayed or prevented by an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take reasonable steps to minimise the effect of the delay. Provided we do this we will not be liable for delays or a failure to deliver caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

8. Your rights to end the contract

- 8.1 *Exercising your right to change your mind (Consumer Contracts Regulations 2013).* For most products bought online you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8.2 *When you don't have the right to change your mind.* You do not have a right to change your mind in respect of:

8.2.1 digital products after you have started to download or stream these;

8.2.2 services, once these have been completed, even if the cancellation period is still running;

- 8.3 *How long do I have to change my mind?* How long you have depends on what you have ordered and how it is delivered.

8.3.1 *Have you bought services (for example, a ticket to attend a seminar or lecture in person)?* If so, you have 14 days after the day we email you to confirm we accept your order. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.

8.3.2 *Have you bought digital content for download or streaming?* if so, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind. If we gave you access to a live streaming service and you did not access this for any reason other than the service being faulty or misdescribed you will not have a right to change your mind.

- 8.4 *If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back)*

8.4.1 we have told you about an upcoming change to the product under clause 5.2 which you do not agree to;

- 8.4.2 we have told you about an error in the price or material error in the description of the product you have ordered and you do not wish to proceed;
 - 8.4.3 there is a risk that supply of the products may be significantly delayed because of events outside our control;
 - 8.4.4 we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period which would significantly disrupt the overall provision of the service to you; or
 - 8.4.5 you have a legal right to end the contract because of something we have done wrong.
- 8.5 In all other cases where you want to end the contract, you can do so, but you may have to pay compensation to us. Once the contract has started, we are entitled to charge you 100% of the agreed fee. We will only waive this right to a greater or lesser extent in exceptional circumstances at our discretion.

9. Our rights to end the contract or suspend services

- 9.1 If we can no longer deliver the services under the contract we may terminate the contract with you and provide you with either a comparable alternative service or offer you a refund. For example, if you are due to attend an event but that event is cancelled, we will either allow you to attend another event free of charge (or at a reduced rate, if the cost of the substitute event is usually more than the original event) or offer you a refund.
- 9.2 *What will happen if you do not give required information to us.* We may need certain information from you so that we can supply the products to you. If so, this will have been stated in the description of the products on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 9.3 *We may also suspend supply of the products if you do not pay.* If you do not pay us for the products when you are supposed to we may suspend supply of the products until you have paid us the outstanding amounts. As well as suspending the products we can also charge you interest at a rate of 2% above the base lending rate of Barclays Bank plc on your overdue payments.
- 9.4 *We may end the contract if you break it.* We may end the contract for a product at any time by writing to you if:
 - 9.4.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

- 9.4.2 we discover that you included incorrect information in your application for a course;
 - 9.4.3 You are abusive or behave in an inappropriate manner towards any of our employees, contractors or other consumers;
 - 9.4.4 We have reasonable concerns for the safety or wellbeing of any of our employees, contractors or other consumers as a result of your behaviour;
 - 9.4.5 You materially breach the terms of this agreement in any other way.
- 9.5 *You must compensate us if you break the contract.* If we end the contract in the situations set out in clause 9.4 we are entitled to charge you 100% of the agreed fee. We will only waive this right to a greater or lesser extent in exceptional circumstances at our discretion.
- 9.6 *We may withdraw the product.* We may write to you to let you know that we are going to stop providing the product. We will let you know at least one week in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

10. Your use of the products

- 10.1 The format and content of our digital content and services is protected by United Kingdom and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trade marks (whether owned or licensed to us) which appear on our products.
- 10.2 You may only use any digital content you purchase from us or receive as part of a wider subscription for private use. Any digital content you purchase from us must not be downloaded or streamed publicly or to more than 3 people. Any digital content you purchase from us must not be copied, shared, resold or licensed to any other party.
- 10.3 You may not record, copy or disseminate any information provided as part of a product, whether that information is supplied in hard copy or by way of a service such as a lecture or seminar save that you may photocopy or print off one copy of the material for your personal use. Any such information must not be copied, shared, resold or licensed to any other party.

11. How to end the contract with us (including if you have changed your mind)

- 11.1 *Tell us you want to end the contract.* To end the contract with us, please let us know by doing one of the following:
- 11.1.1 *Phone or email.* Call customer services on 020 7563 5000 or email us at admin@iopa.org.uk. Please provide your name, home address, details of the order and your phone number and email address.
 - 11.1.2 *By post.* Print off the form at the bottom of the page and post it to us at the address on the form. Or simply write to us at that address,

including details of what you bought, when you ordered or received it and your name and address.

11.2 *Deductions from refunds if you are exercising your right to change your mind (within the 14 day period).* We may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

11.3 *When your refund will be made.* We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind (within the 14 day period) then your refund will be made within 14 days of your telling us you have changed your mind.

12. If there is a problem with the product

12.1 *How to tell us about problems.* If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at admin@iopa.org.uk or by post at Institute of Psychoanalysis, Byron House, 112A Shirland Road, W9 2BT.

13. Price and payment

13.1 *Where to find the price for the product.* The price of the product (which includes VAT) is the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 13.3 for what happens if we discover an error in the price of the product you order.

13.2 *We will pass on changes in the rate of VAT.* If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

13.3 *What happens if we got the price wrong.* It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order.

13.4 *When you must pay and how you must pay.* We accept payment with most major credit and debit cards with the exception of American Express. When you must pay depends on what product you are buying:

13.4.1 For *digital content*, you must pay for the products before you download them.

13.4.2 For *services*, you must pay in accordance with the terms provided to you at the point of purchase. For an event or for digital content this will be at the time of selecting the product. For courses and online programmes details about payments will be provided.

13.5 *We can charge interest if you pay late.* If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays Bank plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

13.6 *What to do if you think an invoice is wrong.* If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have corrected the invoice or confirmed that the invoice is correct.

14. Our responsibility for loss or damage suffered by you

14.1 *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 contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

14.2 Any information or educational services we provide (including attendance at our events) are for educational purposes only. If you are concerned about your psychological state we would recommend seeking professional assistance.

14.3 *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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products and for defective products under the Consumer Protection Act 1987

14.4 *We are not liable for business losses.* We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

15. How we may use your personal information

15.1 *How we will use your personal information.* We will use the personal information you provide to us:

15.1.1 to supply the products to you;

15.1.2 to process your payment for the products; and

15.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

15.2 *We will only give your personal information to other third parties where the law either requires or allows us to do so.*

16. Other important terms

- 16.1 *We may transfer this Agreement to someone else.* 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.
- 16.2 *You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).* You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree to do so for several reasons, for example if you are part way through an educational course where assignment of the remainder of the course to a third party would be inappropriate as they have not attended the first part of the course.
- 16.3 *Nobody else has any rights under this contract.* This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 16.4 *If a court finds part of this contract illegal, the rest will continue in force.* 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.
- 16.5 *Even if we delay in enforcing this contract, we can still enforce it later.* 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 16.6 *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 the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Schedule 1 Model Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To The British Psychoanalytical Society (Incorporating the Institute of Psychoanalysis), Byron House, 112a Shirland Road, London, W9 2BT

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

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