

Terms and Conditions

Your use of this website is governed by our [Website Terms of Use](#) and any purchase of goods (which includes publications) and services (which includes provision of advertising services and placements subscriptions or events bookings) (together referred to as "Products") by You from this website (ie through the checkout process) or by telephone, email, website enquiry/booking form, fax or letter ("**Distance Communication**") is also governed by these additional terms and conditions of purchase ("Purchase Terms").

Please read these Purchase Terms carefully before ordering any Products from this website or by Distance Communication. Please note that you agree Regulations 9 and 11 of the Electronic Commerce (EC Directive) Regulations 2002 shall not apply to these Purchase Terms and any contract between STEP and You for purchases through the checkout process of this website. You should understand that by ordering any of STEP's Products, You agree to be bound by these Purchase Terms.

You should print a copy of these Purchase Terms for future reference. Please click on the button marked "I Accept" at the end of these Purchase Terms if You accept them for orders through the website. Please understand that if You refuse to accept these Purchase Terms, You will not be able to order any Products from this website or by Distance Communication.

In these Purchase Terms:

"**STEP**" means The Society of Trust & Estate Practitioners (further details of which can be found in our [Company Information](#);

"**You**" means the person ordering the Products subject to these Purchase Terms.

1 Your Status

By placing an order through this website or by Distance Communication You warrant that:

- 1.1 You are legally capable of entering into binding contracts; and
- 1.2 You are at least 18 years old.

2 Agreement

2.1 Where You order Products through the checkout process on this website:

- 2.1.1 Upon payment for Your Products, STEP will confirm receipt of Your order by an acknowledgement displayed on screen once Your payment details have been accepted, followed by an email which will be sent to the email address You provide on Your order details.
- 2.1.2 You will have the opportunity to check and correct any input errors in Your order up to the point at which You submit Your order by clicking the "confirm order" button on the checkout page.

2.2 Where You order Products by Distance Communication, You will receive:

- 2.2.1 An email at the email address You provide confirming the order and receipt of payment (if payment is taken by STEP by credit or debit card at the time of or on receipt of Your order); or

- 2.2.2** An email at the email address You provide confirming the order and an invoice (if payment is not taken by STEP by credit or debit card at the time of or on receipt of Your order).
- 2.3** The provision of acknowledgements of receipt as set out in clause 2.1 and clause 2.2 above does not mean Your order has been accepted. Your order represents an offer to STEP to purchase Products which is accepted by STEP when:
- 2.3.1** in the case of purchase of goods, STEP despatches the goods;
- 2.3.2** in the case of services other than those in clauses 2.3.3, 2.3.4 and 2.3.5 Your payment has been authorised or STEP confirms by a further email acceptance of Your order, whichever occurs first;
- 2.3.3** in the case of membership subscriptions Your payment has been authorised.
- 2.3.4** In the case of an event booking, Your payment has been authorised;
- 2.3.5** In the case of advertising placement, Your payment has been authorised or STEP confirms by a further email acceptance of Your booking whichever occurs first.
- 2.4** A legally binding contract between STEP and You is created at the point of STEP's acceptance of Your order.
- 2.5** STEP reserves the right to choose not to accept Your order for any reason, at its discretion, and will not be liable to You or anyone else in those circumstances.
- 2.6** The supply of Products is subject to availability.

3 Prices and Payment

- 3.1** The prices for Products displayed for sales on this website or by Distance Communication are as set out on the website except in case of obvious error. Where prices are not set out eg for certain advertising sales, prices are available on application as specified on the website whether through STEP or through a third party on behalf of STEP. All prices are in pounds (£) sterling, inclusive of VAT (except as otherwise stated). Delivery may be charged in addition, and any such additional charges are clearly displayed under "Shipping Charges", where they apply. Where prices are expressed as exclusive of VAT, You shall pay VAT in addition to the price when You are due to pay for the Products.
- 3.2** Prices are liable to change at any time but changes will not affect orders accepted by STEP unless subsequently cancelled by STEP.
- 3.3** In the unlikely event that the price of any Product has been incorrectly advertised on this website, STEP will contact You by email (at the address provided with Your order details) or telephone You, to ask whether You wish to proceed with the order at the correct price. If You are not happy to proceed, or STEP is unable to obtain Your instructions, STEP will cancel the order and provide You with a full refund of any monies debited or paid by You but will have no other liability to You in respect of this.
- 3.4** STEP is under no obligation to provide Products to You at the incorrect (lower) price, if the pricing error is obvious and unmistakable and could have reasonably

been recognised by You as a mispricing. If the order has already been received STEP may cancel the order without liability except as to a refund of any monies debited or payment made by You.

- 3.5** By using a credit/debit card to pay for Your order, You confirm that the card being used is Yours. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of Your card refuses to authorise payment STEP will not accept Your order and STEP will not be liable for any delay or non-delivery and STEP is not obliged to inform You of the reason for refusal. STEP is not responsible for Your card issuer or bank charging You as a result of STEP's processing of Your credit/debit card payment in accordance with Your order.
- 3.6** Where payment is to be made other than by through the checkout process in this website eg where You are booking an advertisement placement, STEP shall invoice You for the price for the Products concerned and for Products other than advertisement placements You shall pay STEP in full and cleared funds within 14 days of the date of the invoice. For advertisement placements, You shall pay STEP in full and cleared funds within 3 days of the date of the invoice but prior to the intended date for publication. Time for payment shall be of the essence.

4 Delivery

- 4.1** Subject to availability, STEP will use its reasonable endeavours to deliver any goods You have ordered, within 7-14 days of You placing the order and to perform any services within timescales specified in the website or as otherwise agreed between You and STEP. STEP will deliver the goods direct to the address You specify when You submit Your order. Time for delivery and/or performance shall not be of the essence.
- 4.2** Subject to the other provisions of these Purchase Terms STEP shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the goods and/or performance of services, nor shall any delay entitle You to terminate or set aside Your contract with STEP unless such delay exceeds 30 days.
- 4.3** If for any reason You fail to accept delivery of any of the goods when they are ready for delivery, or STEP is unable to deliver the goods on time because You have not provided appropriate instructions, documents, licences or authorisations:
- 4.3.1** risk in the goods shall pass to You;
 - 4.3.2** the goods shall be deemed to have been delivered; and
 - 4.3.3** STEP may store the goods until delivery, whereupon You shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 4.4** STEP may deliver the goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the contract with STEP.

- 4.5** Each instalment shall be a separate contract and no cancellation or termination of any one contract relating to an instalment shall entitle You to repudiate or cancel any other contract or instalment.
- 4.6** STEP shall not be liable for any non-delivery of goods unless You give written notice to STEP of the non-delivery within 7 days of the date when the goods would in the ordinary course of events have been received.
- 4.7** Any liability of STEP for non-delivery of the goods shall be limited to replacing the goods within a reasonable time or issuing a credit note at the pro rata contract rate against any invoice raised for such goods or by STEP refunding any payment made for the goods.
- 4.8** If Your order consists of more than one item, those items may be delivered separately, but STEP cannot deliver items within the same order to multiple addresses.
- 4.9** Once delivered, the goods will become Your property (provided they have been paid for in full) and Your responsibility and, subject to clause 8 below, STEP will not accept any liability for their loss, damage or destruction after they have been delivered. Certain deliveries must be signed for.
- 4.10** If the goods You order are not available, for whatever reason, STEP will inform You of the position by email (at the address provided with Your order details) or telephone. If the goods are temporarily out of stock, STEP will ask if You wish to wait for the goods to become available. Unless You advise STEP of Your wish to do so, STEP will refund any money debited from Your card payment by re-crediting Your account or refunding any monies paid. The refund will be made as soon as possible and in any case within 28 days of notifying You of the non-availability of the goods.

5 Cancellations & Refunds

If You cancel Your order, subject to the provisions of this clause 5, STEP will refund any monies paid by You or debited from Your card payment by re-crediting Your account as soon as possible and in any case within 28 days of the cancellation notice required as set out below.

5.1 Goods, eg Publications –

- 5.1.1** You may cancel Your order (or any part of it) at any stage before the goods are delivered to You, by notifying STEP in writing at the following address:

STEP Publications
Artillery House (South)
11-19 Artillery Row
London
SW1P 1RT
or emailing STEP at: orders@step.org
or by telephoning STEP on: +44 (0)20 7340 0500

- 5.1.2** STEP shall have no liability for defective goods or if the wrong type of goods are delivered to You unless You notify STEP in writing within 7 days

of delivery to You and in such circumstances You may return the item to STEP promptly at STEP's cost for examination. If any of the goods are defective or of the wrong type, STEP shall at its option replace the goods or refund the price of the goods. If STEP does this, it shall have no further liability for the provision of those defective or incorrect goods. STEP will also refund the delivery charges for sending the goods to You and the cost incurred by You in returning the goods to STEP. STEP will usually refund any money received from You using the same method originally used by You to pay for Your purchase.

5.2 Events bookings eg for Conferences/Seminars/Other Events ("Events")

5.2.1 In the event You are unable to attend an Event, a substitute delegate may take Your place at no extra charge . A refund (less 25% administration fee) will be made if notice of cancellation is received in writing at least 7 days before the event at the following address:

STEP Events, Artillery House (South),
11-19 Artillery Row, London,
SW3P 1RT

or by email at events@step.org.

No refunds will be made for cancellations received within the 7 days before the event and failure to attend after confirming a booking will be subject to the same terms. The Event programme is correct at the time of going to press. However, STEP reserves the right to alter or cancel the programme due to circumstances beyond STEP's reasonable control.

5.2.2 STEP shall have no liability for any Event which does not match the description or which otherwise is of unsatisfactory quality unless You notify STEP in writing within 7 days of its taking place. If STEP, in its reasonable opinion agrees with Your assessment, it shall at its option book You onto the next available matching Event or refund the price paid. If STEP does this, it shall have no further liability for the provision of the unsatisfactory Event. STEP will usually refund any money received from You using the same method originally used by You to pay for Your purchase.

5.3 STEP Membership Subscriptions –

5.3.1 Refunds will only be made against STEP annual subscriptions in exceptional circumstances, and requests must be made in writing to:

STEP Accounts
Artillery House (South)
11-19 Artillery Row
London
SW1P 1RT

or by emailing STEP at: subscriptions@step.org

5.3.2 Payment of Your annual membership fee confirms Your agreement to abide by the rules of STEP and in particular those relating to Continuing

Professional Development. Failure to pay will result in Your membership being terminated. You may be charged a re-joining fee if You wish to renew Your membership in the future. STEP also requires that You have an appropriate level of Professional Indemnity cover

5.4 Advertising Services/other services

- 5.4.1** Where You have placed Your order direct with STEP, You may cancel Your order (or any part of it) for the above provided You give STEP written notice of this at least 3 days before the due date for publication of the advertisement or the commencement of the services at the following address:

STEP Advertising Sales
Artillery House (South)
11-19 Artillery Row
London
SW1P 1RT
or emailing STEP at: orders@step.org
or by telephoning STEP on: +44 (0)20 7340 0500

- 5.4.2** It is Your responsibility to check the correctness of any advertisement You book. STEP assumes no responsibility for the repetition of an error in an advertisement ordered for more than one insertion unless notified (in writing) immediately the error occurs. STEP shall have no liability for any advertisement/services which does/do not match the description or which is/are otherwise of unsatisfactory quality or for any other default in respect of the same unless You notify STEP in writing within 3 days of the advertisement having been published (or the date on which it was supposed to be published) or within 7 days of the services having taken place. If STEP, in its reasonable opinion, agrees with Your assessment, it shall at its option place the advertisement a second time or re-perform the services free of charge or refund the price paid. If STEP does this, it shall have no further liability for the provision of the advertising services/advertisement or other services. STEP will usually refund any money received from You using the same method originally used by You to pay for Your purchase.

6 Advertising services – further terms

6.1 You warrant that:

- 6.1.1** in relation to any advertisement You place You contract with STEP as a principal even if You are acting as an advertising agent or media buyer;
- 6.1.2** any information supplied with the advertisement is accurate, complete and true and the reproduction and/or publication of the advertisement by STEP as originally submitted or as amended will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render STEP liable to any proceedings whatsoever;

- 6.1.3 where any details or pictures of a living person are to be included in an advertisement You have obtained the authority of such living person to make use of such name, representation and/or copy;
 - 6.1.4 the advertisement complies with the requirements of all relevant legislation and rules (including laws of the European Union);
 - 6.1.5 in relation to any financial promotion (as defined under the Financial Services and Markets Act 2000), the advertiser is, or its contents have been approved by, an authorised person within the meaning of that Act or the advertisement is otherwise permitted under the Act, under the Financial Promotion Order 2001, or under any other legislation subordinate to the Act; and
 - 6.1.6 all advertising copy submitted to STEP is legal, decent, honest, truthful and not defamatory and complies with the British Code of Advertising Practice and all other relevant codes under the general supervision of the Advertising Standards Authority.
- 6.2 STEP may, without derogation from the warranties contained in clause 6.1, refuse or require to be amended any artwork, materials and copy for or relating to an advertisement because of any compliance or infringement issues.
- 6.3 STEP has the right at its discretion to decline to publish, or to omit, suspend or change the position of, any advertisement otherwise accepted for insertion. However, STEP will use reasonable efforts to comply with Your wishes although it does not warrant the date of insertion, the wording, or the quality of the reproduction of the advertisement.
- 6.4 STEP will not be liable for any loss of copy, artwork, photographs or other materials, which You warrant that You have retained in sufficient quality and quantity for whatever purpose.
- 6.5 Where You are the advertiser's advertising agency, You warrant that You are authorised by the advertiser to place the advertisement with us and You will indemnify STEP against any claim made by the advertiser against STEP from the publication thereof.

7 Indemnity

You will indemnify STEP and agree to keep it indemnified against all claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising directly or reasonably foreseeable as a result of any breach or non-performance by You of any of the representations, warranties or other terms contained in these Purchase Terms or implied by law.

8 STEP's Liability

- 8.1 Any publication from STEP is intended as a general guide only. The information and opinions which it contains are not intended to be a comprehensive study, nor to provide legal advice, and should not be treated as a substitute for legal advice concerning particular situations. The opinions expressed are those of the authors and not necessarily those of the editors or STEP. Notwithstanding any recommendation or endorsement by STEP the ultimate responsibility for the

interpretation of published material lies with the user/reader of the publication, and the editors and STEP can accept no liability whatsoever in respect of any claim for damages arising from this. Legal advice should always be sought before taking any action based on the information provided. STEP bears no responsibility for any errors or omissions but please inform STEP of any such errors or omissions.

- 8.2** It shall be Your responsibility to ensure any publication You purchase is suitable for use in Your legal jurisdiction and STEP accepts no responsibility for usage of publications in any legal jurisdiction for which they are not intended.
- 8.3** Where an Event takes place at a third party venue, STEP shall have no liability for any loss or damage to Your property (or that of a substitute delegate), nor for any personal injury suffered by You (or the substitute delegate) other than through STEP's negligence, whether within the Event venue or otherwise.
- 8.4** Subject to and without prejudice to clauses 3.3, 3.4, 3.5, 4, 5, 6, 8.1, 8.2, 8.3, 9.2, 10 and 11, STEP's total liability for losses You suffer as a result of STEP breaching a contract with You or for any other representation, or tortious act or omission (including negligence) in connection with any contract with You is strictly limited to the purchase price of the Products You purchased.
- 8.5** This does not exclude or limit in any way STEP's liability:
- 8.5.1** For death or personal injury caused by STEP's negligence;
 - 8.5.2** Under section 2(3) of the Consumer Protection Act 1987;
 - 8.5.3** For fraud or fraudulent misrepresentation; or
 - 8.5.4** For any matter for which it would be illegal for STEP to exclude, or attempt to exclude, STEP's liability.
- 8.6** STEP is not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by You and STEP if including but not limited to:
- 8.6.1** loss of income or revenue; or
 - 8.6.2** loss of business; or
 - 8.6.3** depletion or goodwill; or
 - 8.6.4** loss of profits or contracts; or
 - 8.6.5** loss of anticipated savings; or
 - 8.6.6** loss of or corruption of data; or
 - 8.6.7** loss of contracts; or
 - 8.6.8** loss of use; or
 - 8.6.9** waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise even if foreseeable;

in each case whether direct, indirect or consequential or any other special, indirect, consequential or pure economic loss, costs, damages, charges or expenses

9 Import Duty

- 9.1** If You order goods from this website for delivery outside the UK, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that STEP has no control over these charges and cannot predict their amount. Please contact Your local customs office for further information before placing Your order.
- 9.2** Please also note that You must comply with all applicable laws and regulations of the country for which the goods are destined. STEP will not be liable for any breach by You of any such laws.

10 Events outside STEP's Control

- 10.1** STEP will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a contract for the purchase of Products that is caused by events outside STEP's reasonable control (Force Majeure Event).
- 10.2** A Force Majeure Event includes any act, event, non-happening, omission or accident beyond STEP's reasonable control and includes in particular (without limitation) the following:
- 10.2.1** Strikes, lock-outs or other industrial action.
 - 10.2.2** Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 10.2.3** Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - 10.2.4** Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 10.2.5** Impossibility of the use of public or private telecommunications networks.
 - 10.2.6** The acts, decrees, legislation, regulations or restrictions of any government.
 - 10.2.7** The default of suppliers, sub-contractors or non appearance of speakers at Events.
- 10.3** STEP's performance under any contract for purchase of Products is deemed to be suspended for the period that the Force Majeure Event continues, and STEP will have an extension of time for performance for the duration of that period. STEP will use its reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which STEP's obligations under the contract for purchase of Products may be performed despite the Force Majeure Event.

11 Data Protection and Use of Personal Information

- 11.1** STEP uses the personal and transactional information (e.g. name, address, email address, telephone number) You supply STEP with in order to fulfil Your order of STEP's Products.

11.2 Please tick the relevant box on the order form to indicate whether or not You wish to receive further information relating to details of STEP's Products and/or those of third parties, which may be of interest to You.

11.3 Unless a member of STEP's staff has been fraudulent or negligent, STEP will not be liable to You for any losses You may suffer as a result of unauthorised access by a third party to the information (including in particular credit/debit card details) You transmit when You place an order. It is Your responsibility to ensure the security of Your own credit/debit card details to avoid unauthorised use.

12 Variation

STEP may change these Purchase Terms at any time, provided that such change will not affect any purchases You have made before the change is implemented. The Purchase Terms currently in effect are those published on this website.

13 Entire Agreement

13.1 These Purchase Terms and any document expressly referred to in them represent the entire agreement between You and STEP in relation to the subject matter of any contract for purchase of Products through this website or by Distance Communication and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing and they prevail over any inconsistent terms or conditions contained in or referred to in a document submitted by You or implied by trade custom or course of dealing.

13.2 Each party acknowledges that, in entering into a contract for the purchase of Products, neither has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between the parties prior to such contract except as expressly stated in these Purchase Terms.

13.3 Neither party shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any contract for the purchase of Products (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Purchase Terms.

14 Transfer Of Rights And Obligations

14.1 The contract between the parties is binding on the parties and on their respective successors and assigns.

14.2 You may not transfer, assign, charge or otherwise dispose of a contract, or any of Your rights or obligations arising under it, without STEP's prior written consent.

14.3 STEP may transfer, assign, charge, sub-contract or otherwise dispose of a contract, or any of its rights or obligations arising under it, at any time during the term of the contract.

15 Waiver

15.1 If STEP fails, at any time during the term of a contract, to insist upon strict performance of any of Your obligations under the contract or any of these Purchase

Terms, or if STEP fails to exercise any of the rights or remedies to which it is entitled under the contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations.

15.2 A waiver by STEP of any default shall not constitute a waiver of any subsequent default.

15.3 No waiver by STEP of any of these Purchase Terms shall be effective unless it is expressly stated to be a waiver and is communicated to You in writing.

16 Rights of Third Parties

A person who is not a party to a contract subject to these Purchase Terms shall not have any rights under or in connection with it.

17 Severability

If any of these Purchase Terms or any provisions of a contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

18 Notices

All notices given by You to us must be given to STEP at the address in clause 20 below. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed received and properly served immediately, 24 hours after an email is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

19 Governing Law

Contracts for the purchase of Products through this website or by Distance Communication and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

20 General

The Society of Trust & Estate Practitioners is a company limited by guarantee in England and Wales under the Companies Act 1985. Registered Number 2632423.

STEP VAT Number: 766 0856 01

STEP may be contacted in the following ways:

By Post:

STEP

Artillery House (South)

11-19 Artillery Row

London

SW1P 1RT

United Kingdom

By Electronic Mail: step@step.org

By Telephone: +44 (0)20 7340 0500

By Fax: +44 (0)20 7340 0501.