Terms and Conditions for IGEM Online Standards
Institution of Gas Engineers and Managers
February 2026

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Registered Charity No. 214011

Terms and Conditions of Business

1. INTERPRETATION

"Agreement" means the contract, governed by and construed in accordance with English Law, between the Licensee and the Licensor for access to IGEM Online Standards in electronic format via the dedicated website detailed in this Contract.

"IGEM Online Standards" means the selection of IGEM technical publications for use in gas work, replicating as close as reasonably possible a hard copy equivalent, hosted on a dedicated IGEM owned website and displayed in a format compatible with the majority of mainstream browsing software.

"Licensor" means the Institution of Gas Engineers and Managers, a charity registered in England and Wales under number 214011 having its registered office at IGEM House, 26 & 28 High Street, Kegworth, Derbyshire DE74 2DA.

"Licensee" means the name of the organisation purchasing the license

"Charge" means the annual agreed cost to be paid in advance within 30 days of invoice over the course of the Agreement.

"Standards" means one or multiple publications written and owned by IGEM which are the basis of IGEM Online Standards.

2. CUSTOMER PRE-REQUISITES

IGEM can only allow the Licensee use of IGEM Standards if:-

The charges are agreed.

The Licensee makes sufficient provision for facilitating access to IGEM Online Standards, including but not limited to: appropriate firewall allowances; use of the latest versions of software; and sufficient internet connection. The burden to adequately facilitate the use of IGEM Online Standards rests on the Licensee.

3. THE SERVICE

Subject to the agreement to pay the agreed charge, the Licensor will provide access to IGEM Online Standards the same working day or next working day, whichever is most reasonable and practical.

The Licensor will provide tailored access to any combination of the IGEM technical publications for gas work, viewable in multiple formats on the vast majority of personal computers, tablet computers, smartphones, and other software supporting devices.

Access to IGEM Online Standards will be through a dedicated website, owned by IGEM, with a unique username and password. In cases where multiple users are in effect, one administrator will be nominated to delegate usernames and passwords to the number of individuals stipulated in the Agreement.

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IGEM takes all reasonable actions to ensure that access to technical standards via its website is available 24 hours per day. With the exception of planned maintenance to the site. If, for any other reason the service is not available we will do our best to restore access within 72 hours.

In the unlikely event that we are unable to restore access within 72 hours we will contact you to provide alternative arrangements for you to access the technical standards that were purchased as part of your license.

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The service set out in the Contract shall be provided from the start of the Contract.

Material breach of this contract shall occur if:-

The Licensor fails to provide the IGEM technical publications purchased by the Licensee

The Licensee fails to fulfil the promise of payment for the service; misappropriates their use of the service; contravenes any aspect of copyright or the general licensing restrictions detailed in Section 6.

The Licensor will not be held liable for any minor breach resulting from an unforeseen delay in the provision of the service nor be held liable for damages resulting from a loss with a third party in situations including but not limited to time being 'of the essence'.

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