

Royal Society of Chemistry: Terms and Conditions of Supply of Digital Content and Services for RSC Learning

1. About these terms:

1.1. Where to find information about us and our digital content and services (our “products”):

- 1.1.1. **About us:** The Royal Society of Chemistry is a company incorporated by Royal Charter with company number RC000524 and a Registered Charity, with number 207890. Our registered address is at Burlington House, Piccadilly, London, W1J 0BA, United Kingdom. Our VAT number is GB 342 1764 71. As a registered charity, the RSC is regulated by the Charity Commission.
- 1.1.2. **Before you order, you can find everything you need to know about us, the Royal Society of Chemistry, on <https://www.rsc.org/> and our e-learning products on <https://learning.rsc.org/>.**
- 1.1.3. **We also confirm the key information relating to your order by email after you have submitted it.**
- 1.1.4. **Our terms and contact details vary depending on the products that you buy from us, so please ensure you check the terms each time you contract with us, so you are clear on what terms and conditions apply and what our contact details are. Please also see “Our contact details” in section 1.2 and our “Product specific terms” in section 1.3 below.**
- 1.1.5. **How to access our digital content and services.** You need access to the internet and a web-browser to access our website. You will need to log into our website in order to gain access to the digital content and related services (if any). We will let you know how to do this in your order confirmation.

1.2. Our contact details

- 1.2.1. **Our contact details vary depending on what product you have purchased from us. Please find product you have purchased and relevant contact details using the table below:**

Product name	Contact details
‘How to get grant ready’ and ‘Joliot-Curie Conference: How to write a grant proposal’	Our email address is grantready@rsc.org . It is best to contact us by email, but if you want to write to us, please send your letter to Product Management and Innovation at The Royal Society of Chemistry, Thomas Graham House, Science Park, Milton Road, Cambridge, CB4 0WF.
Teacher Professional Development Courses listed on: https://edu.rsc.org/teacher-pd/on-demand-online-courses	Our email address is educationpd@rsc.org . It is best to contact us by email, but if you want to write to us, please send your letter to PD&L Education Team at The Royal Society of Chemistry, Thomas Graham House, Science Park, Milton Road, Cambridge, CB4 0WF

1.3. Product specific terms:

1.3.1. Terms relating to the course: ‘How to get grant ready’:

- 1.3.1.1. **You own your content, but you are required to grant us and any third parties we use to perform the services a limited licence** to use, store, review and modify that content, so we can provide those services. When we provide the grant application review services, we, or the third party acting on our behalf, will provide comments only, your content will not be edited.
- 1.3.1.2. **When the grant review services will be provided.** The review and comments on your grant application usually takes around 2 – 3 weeks from when you submit your grant application for review. We will confirm when the grant review services will be provided upon submission of your order.
- 1.3.1.3. **We make no promises that your grant application will be successful if you follow the advice provided by us or the third party acting on our behalf.** The decision on whether to grant funding will ultimately be down to the relevant awarding body.

2. Consumers and business customers have different rights under these terms:

- 2.1. **We don't give business customers all the same rights as consumers.** For example, business customers can't cancel their orders. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying products wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

3. **Certification for e-learning courses:**

- 3.1. **We give you an electronic certificate if you complete the course you have paid for** to confirm you have undertaken the course, completed any required assessment, and met the pass mark (if any). You will not get a certificate if you do not complete the course in full. If there is an assessment, you will not get a certificate if you do not complete the assessment and/or do not get the number of correct answers required to pass the assessment.
- 3.2. **Our courses are not accredited.** This means that the courses we provide are not regulated and our courses are not required to comply with an awarding body's requirements.

4. **When you buy from us you are agreeing that:**

- You will comply with our Terms of Use (section 5)
- We only accept orders when we've checked them (section 6.1)
- Sometimes we reject orders (section 6.2)
- If you are a business, this is our entire agreement with you in relation to your purchase (section 6.3) and you have no set off rights (section 7.3)
- We charge you when you order your product (section 7.1)
- You will comply with the requirements in section 7.2 if you are using a discount code (section 7.2)
- We may charge interest on late payments (section 7.4)
- We pass on increases in VAT (section 7.5)
- We're not responsible for delays outside our control (section 8.1)
- If you are a consumer and you bought online, you have a legal right to change your mind (section 9). To cancel the contract under section 9 you can use the Cancellation Form in Schedule 1.
- If you are a consumer, you have rights if there is something wrong with your product (section 10)
- You can end an on-going contract (section 11.1)
- You have the rights set out in section 12 if you are a business customer.

- We can change our products (section 13)
- We can suspend supply of our products and withdraw them (section 14) (and you have rights if we do).
- We can end our contract with you (section 15)
- We don't compensate you for all losses caused by us or our products (section 16)
- We use your personal data as set out in our Privacy Notice (section 17)
- How you can resolve disputes with us (section 18)
- Other important terms apply to our contract (section 19)

5. Terms of Use:

5.1. **You must comply with our Website Terms of Use set out here: <https://www.rsc.org/help-and-legal/terms-of-use> when using our platforms, as well as the following terms. Please also see section 5.5 (*Uploading content or contributing to our platform*). If there is any conflicting provision in these terms and our Website Terms of Use, these terms apply to the extent of that conflict.**

5.2. **You must keep your account details safe:**

5.2.1. **You must keep your password and any discount code provided to you confidential.** You must not disclose your password or any discount code to any third party. If you know or suspect that anyone other than you knows your password or discount code, you must promptly inform us using the relevant email address stated in section 1.2 (*Our contact details*).

5.2.2. **We have the right to disable your password, discount code or suspend or withdraw your access to our digital content or services** if, in our reasonable opinion, you have failed to comply with: (a) this section 5 (*Terms of Use*) or (b) any other term that applies to the contract between us.

5.3. **How you may use our digital content and any materials provided to you when we are providing digital content, or our services:**

5.3.1. **We are the owner or the licensee of all intellectual property rights in our digital content and any materials that are supplied by us to you.** Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

- 5.3.2. **Digital content and our services (if any) will be made available from the time of purchase for the time period confirmed in your order confirmation.** This includes when a discount code is used, provided the discount code is accepted by us. You must ensure that you have viewed all content or completed all courses before the end of the time period specified in your order confirmation.
- 5.3.3. **Unless otherwise specified by us, you will stream the digital content, rather than download it.** If any digital content or services provides resources or materials for you to download, you may download and print off one copy for your personal use in accordance with section 5.3.5 below.
- 5.3.4. **You must not display or make available any digital content or our services to any other person without our prior written permission.** This includes downloading or recording any video or audio sequences contained within our digital content without our prior written permission. If permission is granted, you must only use such digital content for your personal use, for the duration specified by us.
- 5.3.5. **Unless otherwise specified by us, you must not modify the paper or digital copies of any materials you have downloaded and/or printed off in any way.** You must not use any illustrations, photographs, or any graphics separately from any accompanying text. Any materials provided by us relating to any course, event, e-conference or training session, may only be used by you in relation to that course, event, e-conference or training session. Any materials provided by us relating to any services must only be used in relation to those services, unless otherwise stated by us in writing.
- 5.3.6. **Unless otherwise stated by us in writing:**
- 5.3.6.1. **our status (and that of any identified contributors) as the authors of content on our digital content and any materials provided by us must always be acknowledged; and**
 - 5.3.6.2. **you must not use any part of our digital content or any materials provided by us for commercial purposes without obtaining a licence to do so from us or our licensors.**
- 5.3.7. **If you breach this section 5 (*Terms of Use*) your right to use the digital content and any materials provided by us will cease immediately** and you must, at our option, return or destroy any copies of any digital content or materials provided by us that you have made.

- 5.4. **You must ensure that you have accessed all of the services you have purchased, completed all tasks and reviewed all feedback (if any) before the end of the time period specified in your order confirmation.**
- 5.5. **Uploading content or contributing to our platform:**
- 5.5.1. **Any content that you upload or contribution that you post will need to comply with our Website Terms of Use when using any interactive feature on our platforms.** We have the right to remove any content or contribution that does not comply with our Website Terms of Use described here <https://www.rsc.org/help-and-legal/terms-of-use>. You also grant us rights in relation to the content that you provide to our platforms, as set out in our Website Terms of Use. Therefore, please read our Website Terms of Use in full before making any contribution to any of our platforms.
- 5.5.2. **The views expressed by other users on our platforms or at events we make available to you (for example in a discussion thread, during a recorded event, during a training session or during an e-conference) do not represent our views or values.**
- 5.6. **Viruses:**
- 5.6.1. **You must not misuse our platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful,** or otherwise harmfully interact with RSC Learning or any of our digital content or our services. You must not attempt to gain unauthorised access to our digital content or to our services.
- 5.6.2. **You are responsible for configuring your information technology, computer programs and platform to access RSC Learning, our digital content and services (if any). You should use your own virus protection software. Access requirements are stated in section 1.1.5 (*How to access our digital content and services*).**
- 5.7. **Your feedback:**
- 5.7.1. **You may provide us with feedback in relation to RSC Learning, our digital content or services,** including amendments, improvements, suggestions, ideas or recommendations. You have no obligation to provide us with any feedback and we have no obligation to use your feedback. **However, if you provide us with any feedback, you grant us the following licence in relation to that feedback:**

- 5.7.1.1. a worldwide, non-exclusive, royalty-free, transferable, sub-licensable, irrevocable, perpetual licence to use that feedback (including to reproduce, distribute, modify, display and perform it) for the purposes of operating, promoting and improving our digital content and services.

If you are not in a position to grant the above licence, please do not share your feedback with us.

6. Orders:

- 6.1. **We only accept orders when we've checked them:** We will contact you to confirm we've received your order. We accept your order when we supply you with the product or access to the product.
- 6.2. **Sometimes we reject orders:** Sometimes we reject orders, for example, because a product is unexpectedly unavailable, because we can't verify your age (where the product is age-restricted), or because the product was mispriced by us. When this happens, we let you know as soon as possible and refund any sums you have paid.
- 6.3. **If you are a business customer this is our entire agreement with you in relation to your purchase:** You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms, and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

7. Payment:

- 7.1. **We charge you when you order,** however, for some products we take payment at regular intervals, as explained to you during the order process.
- 7.2. **Using a discount code:**
- 7.2.1. **we may provide you with a discount code** that reduces the amount you pay for our digital content or our services (or both), or provides our digital content or our services for free. The discount code is only valid in the circumstances and for the duration specified by us when the discount code is provided. It is not valid with any other voucher or offer, unless otherwise stated by us in writing. Discount codes may only be available on specific products, and can be withdrawn or changed at any time. If you have any issues using a discount code issued by us to you, please contact us using the relevant email address stated in section 1.2 (*Our contact details*);

- 7.2.2. **we reserve the right to decline any order where, in our opinion, the discount code provided is not valid or is not being used in accordance with these terms;**
- 7.2.3. **in the event of any refund due on any product that has been discounted, the refund provided by us will take into account the discount applied at the time of purchase.** You will not be provided with a refund, if the product was provided to you for free; and
- 7.2.4. **please also see section 5.2.1 (*You must keep your password and any discount code provided to you confidential*).**
- 7.3. **If you are a business customer, you have no set-off rights.** If you are a business customer, you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 7.4. **We charge interest on late payments.** If we're unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.
- 7.5. **We pass on increases in VAT.** If the rate of VAT changes between your order date and the date we supply the product, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.
- 8. **Delays outside of our control:**
 - 8.1. **We're not responsible for delays outside our control.** If our supply of your product is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial, you can contact our Customer Service Team using the relevant email address stated in section 1.2 (*Our contact details*) to end the contract and receive a refund for any products you have paid for in advance, but not received.
- 9. **Consumer cancellation right. If you are a consumer and you bought online, you have a legal right to change your mind:**
 - 9.1. **Your legal right to change your mind.** For most of our products bought online, you have a legal right to change your mind about your purchase and receive a refund of what you paid for it. This is subject to some conditions, as set out below.

9.2. **When you can't change your mind. You can't change your mind about an order for:**

9.2.1. digital products, after you have started to stream or download these; or

9.2.2. services, once these have been completed.

9.3. **The deadline for changing your mind. If you change your mind about a product, you must let us know no later than 14 days after:**

9.3.1. **digital content (for example our on-line courses):** the day we confirm we have accepted your order, although you cannot change your mind about digital content once we have started providing it.

9.3.2. **services (for example, a grant application review):** the day we confirm we have accepted your order.

9.4. **How to let us know.** To let us know you want to change your mind, contact us via email using the relevant email address stated in section 1.2 (*Our contact details*), you can also fill out the Cancellation Form at the end of this document in Schedule 1 and send it to the relevant email address stated in section 1.2 (*Our contact details*). When cancelling please let us know what your name is, when you ordered, and what your order number is.

9.5. **You have to pay for services you received before you change your mind.** If you bought a service, we don't refund you for the time you were receiving it before you told us you'd changed your mind.

9.6. **When and how we refund you.** If your product is **digital content**, or a **service**, we refund you as soon as possible, and within 14 days of you telling us you've changed your mind. We refund you by the method you used for payment. We don't charge a fee for the refund.

10. **If you are a consumer, you have rights if there is something wrong with your product:**

10.1. **Let us know.** If you think there is something wrong with your product, you must contact our Customer Service Team using the relevant email address stated in section 1.2 (*Our contact details*).

10.2. **Your rights and remedies if you are a consumer.** We honour our legal duty to provide you with products that are as described to you on our website and that meet all the requirements imposed by law. We also honour the requirements to provide you with certain remedies required by law. For detailed information about a consumer's legal rights, you can visit the Citizens Advice website www.citizensadvice.org.uk.

11. How to end an on-going contract:

- 11.1. **You can end an on-going contract:** We tell you when and how you can end an on-going contract with us (for example, a subscription to digital content) during the order process and we confirm this information to you in writing after we've accepted your order, and as otherwise required by law. If you have any questions, please contact our Customer Service Team using the relevant email address stated in section 1.2 (*Our contact details*).

12. Your rights if you are a business:

- 12.1. **Business customer warranty.** We warrant that:

12.1.1. any **digital content** supplied by us will conform in all material respects with their description and be of satisfactory quality; and

12.1.2. any **services** will be provided using reasonable skill and care.

- 12.2. **Your remedies if you are a business customer. Unless an exception applies (see section 12.3 (*Exceptions to business customers' warranty*)), if:**

12.2.1. you give us notice in writing within 14 days of discovery that a product does not comply with the business customer warranty (see section 12.1 (*Business customer warranty*)); and

12.2.2. we are given a reasonable opportunity of examining the relevant product,

we shall, at our option, repair or replace the defective product, or refund the price of the defective product in full, and this will be your only remedy for breach of the warranty. These terms shall apply to any replacement products supplied by us.

- 12.3. **Exceptions to business customers' warranty.** We will not be liable for a product's failure to comply with the business customer warranty (see section 12.1 (*Business customer warranty*)) if you did not comply with section 1.1.5 (*How to access our digital content and services*) and section 5 (*Terms of Use*).

13. We can change our products:

- 13.1. **Changes we can always make.** We can always change a product:

13.1.1. to reflect changes in relevant laws and regulatory requirements;

13.1.2. to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the product; and

- 13.1.3. to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it.

14. We can suspend supply of our products and withdraw them:

14.1. We can suspend supply (and you have rights if we do):

- 14.1.1. We can suspend the supply of a product. We do this to:

- 14.1.1.1. deal with technical problems or make minor technical changes;
- 14.1.1.2. update the product to reflect changes in relevant laws and regulatory requirements; or
- 14.1.1.3. make changes to the product (see section 13 (*Changes we can always make*)).

14.2. If we suspend supply:

- 14.2.1. We contact you in advance to tell you we're suspending supply, unless the problem is urgent or an emergency.
- 14.2.2. If we suspend the product for longer than 14 days in any 30 days, we will adjust the price so you don't pay for it while its suspended. If we suspend supply, or tell you we're going to suspend supply, for more than 30 days you can contact our Customer Service Team using the relevant email address stated in section 1.2 (*Our contact details*) to end the contract and we'll refund any sums you've paid in advance for products you won't receive.
- 14.2.3. We may also suspend supply without warning if in our reasonable opinion you have not complied with the contract between us, for example, if we are concerned you have not complied with section 5 (*Terms of Use*) and we want to look into this further, before taking further action (e.g. withdrawing use of the product under section 14.3 (*We can withdraw products*)).

- 14.3. **We can withdraw products.** We can stop providing a product, such as an ongoing service or a subscription for digital content. We let you know at least 2 months in advance and we refund any sums you've paid in advance for products which won't be provided. If section 5.2.2 (*failure to comply with section 5 (Terms of Use) or any other terms of the contract between us*), or 5.3.7 (*your breach of section 5 (Terms of Use)*) apply, we can withdraw the product without informing you in advance and end our contract with you (see section 15 (*We can end our contract with you*)).

15. We can end our contract with you:

15.1. We can end our contract with you for a product:

- 15.1.1. and claim any compensation due to us if you don't make any payment to us when it's due and you still don't make payment within 14 days of our reminding you that payment is due; or
- 15.1.2. you don't, within a reasonable time, access the product. If you have not accessed the product within 360 days, then we will treat your order as cancelled and refund the purchase price; or
- 15.1.3. if section 5.2.2 (*failure to comply with section 5 (Terms of Use) or any other terms of the contract between us*), or 5.3.7 (*your breach of section 5 (Terms of Use)*) apply, and claim any compensation due to us.

16. We don't compensate you for all losses caused by us or our products:

16.1. **Losses we never limit or exclude.** Nothing in these terms shall limit or exclude our liability for:

- 16.1.1. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 16.1.2. fraud or fraudulent misrepresentation; or
- 16.1.3. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

16.2. **Our liability to consumers. We're responsible for losses you suffer caused by us breaking this contract, unless the loss is:**

- 16.2.1. **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 16.2.2. **Caused by a delaying event outside our control.** As long as we have taken the steps set out in the section 8.1 (*We're not responsible for delays outside our control*).
- 16.2.3. **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following the instructions we supplied, or having the minimum system requirements advised by us (if any).

16.3. **Our liability to businesses.** If you're a business customer, then, except in respect of the losses described in section 16.1 (*Losses we never limit or exclude*):

16.3.1. we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and

16.3.2. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100% (one-hundred per cent) of the total sums paid by you for products under such contract.

16.4. **No implied terms if you are a business customer.** Except to the extent expressly stated in section 12 (*Your rights if you are a business*), we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

17. Personal data:

17.1. **We use your personal data as set out in our Privacy Notice:** <https://www.rsc.org/help-legal/legal/privacy/> and as set out in the contract between us.

18. You have several options for resolving disputes with us

18.1. **Complaints.** Contact our Customer Service Team using the relevant contact details stated in section 1.2 (*Our contact details*), they will do their best to resolve any problems you have with us or our products as per our Complaints Policy available at <https://www.rsc.org/locations-contacts/contact-us/comments-complaints/>

18.2. **You can go to court.** These terms are governed by English law. If you are a consumer then, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a business customer, you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

19. Other important terms apply to our contract:

19.1. **We can transfer our contract with you, so that a different organisation is responsible for supplying your product.** We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. We'll contact you to let you know if we plan to do this. If you're unhappy with the transfer, you can contact our Customer Service Team using the relevant email address stated in section 1.2 (*Our contact details*).

- 19.2. **You can only transfer your contract with us to someone else if we agree to this.** If you're a consumer we may not agree, for example, if we cannot identify who you want to transfer the contract to. If you're a business customer, you need our agreement to transfer your contract with us, and it's entirely up to us whether we give it.
- 19.3. **Nobody else has any rights under this contract.** This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 19.4. **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 19.5. **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

Schedule 1

Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract under section 9)

To: The Royal Society of Chemistry, Thomas Graham House, Science Park, Milton Road, Cambridge, CB4 0WF

Email address: please see section 1.2 (Our contact details) above, for the relevant email address for the product you have purchased from us

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),

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

Date

[*] Delete as appropriate

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