

Terms and Conditions for individual users of RCNi Publications and Databases

This legally binding agreement (“**Agreement**”) is made between RCN Publishing Company Limited, trading as RCNi (“RCNi”) and the individual (“**you**”) identified in the order confirmation following your purchase of a subscription or as stated in any registration (where no purchase is required), or as an unregistered user of any RCNi publications or databases (**which excludes RCNi Jobs, Events and the Hub which are subject to separate terms**), or, if you ordered offline, in the order confirmation sent to you. This Agreement includes the terms and conditions set out below and incorporates by reference RCNi’s **Privacy Policy** and RCNi’s **Cookies Policy**, together with any disclaimers, guidelines or other terms that may be sent to you by RCNi or posted on the relevant web page(s) of the RCNi websites or within any print publications.

Please do read these Terms and Conditions before placing your order for a subscription or using any RCNi publications or databases because they do (and will continue to) form part of the legally binding Agreement between you and RCNi.

1. Introduction

- 1.1 These are the terms and conditions on which RCNi agrees to provide you with digital access (where available, and offered to you, as stated on any publication description) to the RCNi publications and/or databases (as applicable and excluding RCNi Jobs, Events and the Hub) (and any print versions of RCNi publications(s) to which you have subscribed or otherwise been entitled to access (together “**RCNi Materials**”). By accessing RCNi Materials, you agree to these terms and conditions, as made available in the English language. **If you do not agree with these terms and conditions (or any updated version of them) you should not access or use RCNi Materials.**
- 1.2 References in these terms and conditions to “RCNi” (or “we”, “us” or “our”) are to **RCN Publishing Company Limited** (company no. **02119155**), registered office at 20 Cavendish Square, London, W1G 0RN; and VAT no. GB 577 873 965). If you need to contact us please email customerservice@rcni.com.
- 1.3 When subscribing or registering to access RCNi Materials you must provide us with accurate and complete information and it is your responsibility to notify us of any updates and changes to that information. We are entitled to rely on any information you provide to us. **All information received by us about you as a result of your subscription or your access to and use of RCNi Materials will be used by RCNi in accordance with our **Privacy Policy** and **Cookies Policy**.**

Please do read these policies about how we may process such information, including your personal data.

- 1.4 We may update these terms and conditions for legal or regulatory reasons, or to reflect changes in our services, products or business. **You agree that your continued access to and use of RCNi Materials will be subject to any updated terms and conditions from the date upon which they are due to take effect.**

2. Personal users of RCNi materials fall into one of three categories namely:

i) Subscribers;

ii) Registered Users who register, and may also be Subscribers, but do not have to purchase a subscription to access certain digital RCNi Materials; and

iii) Unregistered Users who can use certain digital RCNi Materials without access controls which are made available by RCNi.

2.1 Subscribers

- 2.1.1 Contract with RCNi. **By submitting your payment and other subscription details online or via an application form or on the phone, you are making an offer to RCNi to buy a subscription for a month by month or a 12 month period as indicated in the ordering process and in the case of a subscription that is for digital access only you are requesting and agreeing that we may start your subscription immediately upon our acceptance of it (which means that you are not then entitled to a refund if you change your mind after we have provided you with access to your subscription) unless you cancel thereafter in accordance with section 2.1.8.A.2.** Your offer will be accepted by us and a contract formed only when we have verified your payment details at which point we will confirm your subscription (by sending you a confirmation email or letter to the address you have given us) and provide you with access to (and if applicable, deliver to you) the relevant RCNi Materials for each month you subscribe or 12 months (as applicable). RCNi reserves the right to reject any offer in its absolute discretion.
- 2.1.2 Print subscriptions. Where applicable and ordered, print versions of RCNi Materials will be delivered to the address specified by you. RCNi will deliver the number of issues stated on the relevant page of the RCNi websites, for each month subscribed to or for one year starting with the issue stated within your confirmation letter, unless otherwise agreed in writing. RCNi will make every effort to deliver the RCNi Materials within 30 days of each print date of publication, but cannot be held responsible for postal or customs delays. Any claims for non-delivery must be notified in writing to Customer Services or by email to customerservice@rcni.com within three months of the publication date of the relevant issue.

- 2.1.3 Payment details. You must provide us with complete and accurate payment information and details including your geographical location. By doing this, you are representing to us that you are entitled to purchase the subscription, that you are not subject to any trade

sanction, and that we may use such payment information and details in order to pay for the subscription (and for us to take such payment) throughout the period of your subscription. You repeat this representation to us when, during the period of your subscription, you need to update your payment details where, for example, your card or other payment method expires or when you change your geographical location or new details are requested for a renewal. If you are entitled to a refund under these terms and conditions we will credit that refund to the card or other payment method you used to submit payment (unless it has expired, in which case we will contact you). **If at any time we do not receive payment or your payment authorisation subsequently expires or is cancelled, we may immediately cancel or suspend your access to RCNi Materials.**

2.1.4 Price. The price you pay for your monthly or annual subscription (and the currency in which you pay) will be stated on the relevant web page of the RCNi websites from which you began the subscription ordering process or as otherwise communicated to you for subscriptions that are ordered offline. For online orders, such price will be re-confirmed to you as part of the ordering process. Payments are monthly or annually in advance. It is your responsibility to pay any charges that might be applied by your bank or payment provider in paying for your subscription, including in relation to any currency conversion required. **Subject to these terms and conditions, in return for us making the relevant RCNi Materials available to you, you agree to make the payments notified to you at the time of your purchase.** We will notify you in advance of any increase in the price of your subscription for your renewal and you may of course choose to cancel your Subscription for any renewal period (see [sections 2.1.7 and 2.1.8.A.2](#) below) if you do not wish to pay the new price or otherwise renew.

2.1.5 Incorrectly stated prices. While we try to ensure that all prices we display and quote are correct and accurate, errors may occur and, if they do, we will notify you of the mistake. **If we incorrectly state a price, we are not obliged to provide you with a subscription at that price.** If we do notify you of such a mistake, even after having accepted your offer to buy the subscription at the incorrect price, you may either pay the correct price or you can cancel the subscription (see [section 2.1.8.A](#) below) in which case we will then refund any money you have paid us that relates to the unexpired portion of your subscription. If you do neither of these things then we shall be entitled to cancel or suspend your subscription.

2.1.6 Taxes and Customs. Unless otherwise indicated, the prices we state for our subscriptions are exclusive of VAT (or other similar sales tax) which, if applicable, must be paid in addition. Where you are ordering a print publication for a non UK delivery overseas, you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be.

2.1.7 Renewals. For monthly Subscribers, your subscription will automatically renew at the end of each month unless you or we have cancelled the subscription in accordance with [sections 2.1.8.A or 2.1.8.B](#) or we have agreed otherwise in writing with you. Annual subscriptions that have not been terminated earlier in accordance with [sections 2.1.8.A or 2.1.8.B](#), end after each 12 month subscription period unless you agree to renew it. In case of a price change for any renewal, we will contact you (using the contact details stated in your user account) at least 10 working days in advance of your then annual or monthly current subscription to inform you of the price for a subscription that will apply until further notice.

2.1.8.A Cancellation: by you. The following cancellation rights apply for you:

2.1.8.A.1 Initial cancellation period: Depending on the type of subscription you have, you may have a right to cancel your subscription within a limited period after placing your order, as follows:

i) Digital-only subscriptions: If your subscription does not include printed journal deliveries, then by placing your order you agree that we may start your subscription immediately upon our accepting your order. This means that you are not entitled to a refund if you change your mind after we have provided you with access to your subscription, other than as permitted in [section 2.1.8.A.2](#).

ii) Bundled print and digital subscriptions: If your subscription includes print deliveries, then in addition to any cancellation rights in [section 2.1.8.A.2](#), you have the right to cancel your subscription, without giving any reason, within a **14 day** period from the day on which you receive the first print copy forming part of your subscription. If you exercise your right to cancel within that period, then we will reimburse all payments received from you, less a pro-rated amount for each print journal you received before cancelling. You do not need to return any of the journals to us. For more details (including an optional cancellation form), see our [cancellation form](#).

2.1.8.A.2 Subsequent cancellation of your subscription. In addition to any rights contained in [section 2.1.8.A.1](#), or where we have materially breached our agreement with you, you have the right to cancel your subscription at the end of your then current monthly subscription or at any time during your annual subscription period, so long as RCNi are given at least 5 working days written notice. Such notice must be in accordance with [section 2.1.8.A.3](#) and will only take effect at the end of your then current monthly subscription period when notice has expired or at the end of the month when your notice has expired for annual subscriptions and in the case of annual subscriptions a pro rata refund will be given to you.

2.1.8.A.3 How to cancel. You can cancel your Subscription by contacting us at customerservice@rcni.com stating that you wish to cancel your Subscription and including in your email your name and subscription reference number(s). Alternatively, you can call our customer service helpdesk on +44 (0)29 2054 6450 or by completing our [cancellation form](#).

2.1.8.B Cancellation: by RCNi. RCNi reserves the right to suspend or cancel your subscription: (a) with or without notice and without further obligation to you if you breach this Agreement which shall include you not paying for any Subscription within the required stated time (or within 30 days of any renewal notice regarding your Subscription); (b) where we are prevented from providing any RCNi Materials to you by circumstances beyond our control; and/or (c) where we cease to provide (or to be able to provide) any RCNi Materials to which you

have subscribed (including where we cease publishing the relevant RCNi Materials or no longer own such RCNi Materials or have the right to make them available), or we cease to provide subscription services. Except where we terminate as a result of your breach of this Agreement we will, unless there are exceptional circumstances, refund you with any amounts that you have paid us in advance that relate to any remaining and unexpired period of your Subscription.

2.1.9 Your Subscription is personal. Your Subscription is personal to you and you may not share with, nor give, licence or transfer to, any other person any of your rights or entitlements under this Agreement (including to access and/or use RCNi Materials under your user account using your password and/or user code). You agree to take responsibility for all access to and use of all RCNi Materials that occurs under your user account and to prevent unauthorised use of it. Without further obligation to you, we may cancel or suspend your access to RCNi Materials if you share your user account details. If you believe that your user account is being used by anyone else you should inform us immediately via support@RCNi.com. We reserve the right at any time to verify and/or validate that you are a personal subscriber to our products and that you are accessing and using RCNi Materials for your own personal use.

2.1.10 Registration. You may be required to also register to gain full access to certain digital RCNi Materials subscribed to.

2.2 Registered Users (who are not Subscribers)

2.2.1 Certain parts of the RCNi websites are available for use without charge, which must be in accordance with the rights set out below in section 3 (and as may be stated on any RCNi Materials), subject to registration by you. The RCNi Materials that may be accessed with registration but without a subscription, will be as stated on the RCNi websites (as amended from time to time). You must keep any password and/or identification codes confidential and these may only be used by you.

2.2.2 Cancellation of your registration: If you are a Registered User, but not a Subscriber, then RCNi reserves the right to suspend or terminate your registration at any time, with or without notice and without further obligation to you which may include disabling any identification or user codes. If you would like to cancel your registration then please contact our customer services team at customerservice@rcni.com or using the telephone numbers set out above in [section 2.1.8 A.3](#).

2.3 Unregistered Users

2.3.1 Certain parts of the RCNi websites are available for use without charge, which must be in accordance with the rights set out below in [section 3](#) (and as may be stated on any RCNi Materials), and without registration by you. These RCNi Materials will be as stated on the RCNi websites (as amended from time to time RCNi may withdraw your access to any of these materials without further notice to you).

3. Your use of RCNi Materials

3.1 Whether you are a Subscriber, a Registered User (who is not a Subscriber) or Unregistered User, RCNi hereby grants you a non-exclusive, non-transferable right to access and use the RCNi Materials during the period of your subscription, permitted registration period or where otherwise made available to you, for the **Permitted Purposes** as set out herein. **However, you shall not, unless expressly permitted and unless an RCNi journal article (only), states it is published under a Creative Commons Licence (and in which case the terms of that licence apply re any of your re use) :** a) create derivative works of the RCNi Materials (including any translation); b) remove, obscure, or change: an author's name or affiliation; RCNi's or its licensor's copyright notices, policies, disclaimers, terms or other means of identification; c) systematically download or print any part of the RCNi Materials; d) extract any images, diagrams or other illustrative materials from the RCNi Materials; e) knowingly permit any third party to access or use the RCNi Materials; f) include, mount or distribute any of the RCNi Materials in other works (other than legally permitted quotations with an appropriate citation); g) use RCNi or any of its licensors trademarks including any framing, using metatags or other uses, h) undertake any text or data mining of any RCNi Materials i) translate any RCNi Materials, other than for your own personal non Commercial Use, j) use or distribute the RCNi Materials for Commercial Use. **"Commercial Use"** includes: Copying or downloading RCNi Material(s), or linking to such postings, for further redistribution, sale or licensing, for a fee; copying, downloading or posting by a site or service that incorporates advertising with such content; the inclusion or incorporation of RCNi Material(s) in other works or services (other than normal quotations with an appropriate citation) that is then available for sale or licensing, for a fee; Use of any RCNi Material(s) or content (other than normal quotations with appropriate citation) for promotional purposes, whether for a fee or otherwise; use for the purposes of monetary reward by means of sale, resale, licence, loan, transfer or other form of commercial exploitation.

3.2 Permitted Purposes means not making any use as set out in [section 3.1 a\)-j](#)) and allows the following:

- 3.2.1 Searching, accessing, viewing, retrieving and displaying the RCNi Materials in the media subscribed to, for your own personal use;
- 3.2.2 Printing a single copy or downloading and saving individual journal articles (or entire issues on a permitted digital page turner) for your own personal use, save that individual images within such journal articles may not be downloaded, saved or printed separately;
- 3.2.3 Reading subscribed or authorised access copies of RCNi Materials in the media subscribed to, for personal use;
- 3.2.4 Print and download any data and materials you have included in RCNi Portfolio and make use of this for the purposes of your NMC revalidation process and re-registration;
- 3.2.5 Print and download any certificates from RCNi Learning;
- 3.2.6 Citing RCNi Materials in academic works using an appropriate bibliographic citation (i.e. author(s), journal, article title, volume, issue, page numbers, DOI and the link to the definitive published version on RCNi.com, whilst ensuring that you maintain the integrity of the RCNi Material(s);

- 3.2.7 Ensuring that any permitted uses retain any copyright notices from the RCNi Materials and links to these terms and conditions so it is clear to other users what can and cannot be done with the RCNi Materials;
- 3.2.8 Ensure that, for any content within any RCNi Materials that is identified as belonging to a third party, any re-use complies with the copyright policies of that third party;
- 3.2.9 Any other rights expressly granted to any nominated type of user, for an individual element of RCNi Materials as indicated in any official RCNi publication materials (including web pages), subject to its use not being in breach of [section 3.1 a\)-j\)](#).
- 3.2.10 Any request for uses beyond those granted above should be made to customerservice@rcni.com.
- 3.3 Where you are a subscriber of any RCNi Materials, access to these (other than print copies already received) and the Hub shall end upon your subscription ending. However, in the case of subscribers of RCNi Learning or RCNi Portfolio, should you reactivate your subscription within 60 days of it ending, you will be able to access RCNi Learning or RCNi Portfolio data which you have previously saved. Should you be a Registered User (who is not a Subscriber), should you deregister or should RCNi end any access you have been granted, no further use of RCNi Materials is permitted. Access to any RCNi Materials that has been permitted to Unregistered Users may be ended by RCNi at any time without further notice to you.
- 3.4 All RCNi Materials belong to RCNi or its licensors who own all intellectual property rights (including copyright) in RCNi Materials. No intellectual property rights in any RCNi Materials are transferred to you. RCNi does not however claim any ownership of any materials you include in your RCNi Portfolio, however your access to this via RCNi Portfolio is subject to the rights and restrictions in [section 3](#) herein.
- 3.5 You are not permitted to upload any material from which it may be possible to identify an individual patient (including the identity of the doctor or nurse who may have administered treatment to a patient) or any other data which might otherwise be considered to be subject to patient confidentiality or other obligations of confidence.
- 3.6 **User Generated Content.** On certain platforms, certain users (where indicated and amended from time to time) will have the right to submit content. You are solely responsible for your conduct (including its accuracy and completeness) and for any data, text, files, information, images, graphics, photos, profiles, audio and video clips, sounds, musical works, works of authorship, applications, links and other content or materials (collectively, "User Generated Content") that you submit, upload, post or display on or include on any RCNi platforms. You must only upload the type of User Generated Content permitted for each product within the RCNi Materials (such as text only for RCNi Journals comments). By submitting User Generated Content, you also warrant that you have read and agree to be bound by our [Participation Requirements](#), which you must read in full prior to each submission of User Generated Content as they may change from time to time. Those Participation Requirements are incorporated in these Terms and Conditions and govern all interactions with us. We reserve the right to remove your User Generated Content and to remove, suspend or discontinue your opportunity to submit, post and/or upload content, at any time and for any reason at our sole discretion and without further recourse to you. You represent, warrant and agree that no User Generated Content of any kind uploaded by you to any RCNi platforms or shared by you on or through the RCNi platform(s) will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libellous, defamatory or otherwise unlawful material or otherwise contravene our Participation Requirements. Where such User Generated Content is owned by a third party, you must have all necessary permissions to use it in the manner contemplated. You agree that you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage RCNi suffers as a result of your breach of warranty. By submitting User Generated Content, you grant RCNi a non-exclusive, transferable, sub-licensable, perpetual, royalty free worldwide licence to use any of that User Generated Content that you submit on or in connection with our services and RCNi Materials (in any media), including without limitation to make derivative works. You also irrevocably waive the benefit of any moral rights you may have in any such User Generated Content. We do not however claim to own your User Generated Content but we and our licensees may use it freely without further recourse to you. If you believe that your rights have been infringed in relation to your User Generated Content, please contact customerservice@rcni.com. We do not endorse any User Generated Content nor do we guarantee the accuracy or authority of any User Generated Content.
- 3.7 Without limiting the generality of the foregoing, you shall not do any of the following: i) delete any author attributions, legal notices or proprietary designations, or labels in any file that is uploaded; ii) advertise, promote or offer to sell any goods or services, without prior written agreement. Please note we may, at our discretion, ask for any declaration of competing interests to be completed should we have any concerns around possible commercial promotions or, should we suspect this, or any breach of our terms, we may remove any such content at our absolute discretion; iii) include links or deep links to any website you are not authorised to link into; iv) collect email addresses or other content information from users of any RCNi Materials for any purpose including for the purposes of sending unsolicited emails or communications; v) disclose any information of a personal nature of any third party including the name, address, telephone numbers, or email addresses, and/or other personal information or information by which they may be identified from, without the prior written consent of that person; vi) use the RCNi Materials to obtain medical advice for yourself, your family, or your friends; v) including anything defamatory, illegal or objectionable in any way within any materials you create or post via RCNi Materials.
- 3.8 We reserve the right to make changes to RCNi Materials and to the way these are made available to you, including (but not limited to) withdrawing or changing them for clinical or legal reasons or because they do not comply with our editorial or other requirements or standards or because we have decided to make changes to format and/or 'look and feel' and/or the functionality and type of our delivery

platforms. RCNi reserves the right to remove any material or posting you make which is offensive, illegal, for which RCNi has received a complaint or which RCNi decides in its sole discretion that it wishes to remove.

- 3.9 While RCNi will (i) use reasonable skill and care in developing RCNi Materials and in providing you with access to RCNi Materials as part of your subscription and (ii) use reasonable efforts to remedy any faults or errors of which we become aware, RCNi Materials are provided and made available to you via your subscription on an "as is" or "as available" basis. We do not make any promises in respect of the quality, completeness or accuracy of the information published. Unless we expressly state otherwise, all RCNi Materials are provided as a resource for your general information and use and to assist with learning and revalidation and are not (nor are they intended) to address your or any particular requirements. Our products are intended for use by the nursing team (current or retired) and student nurses and in this capacity it is your responsibility to make your own professional decisions and judgments and to independently verify any information that you may choose to rely upon in RCNi Materials. You should be aware that professionals have different opinions and there are regular advances in medical science and research. You are responsible in all respects for the content included within your Portfolio and which is under your control to correct. Use of the Portfolio or RCNi Learning or other RCNi Materials, does not constitute any form of advice, recommendation, representation or endorsement by RCNi. Use of the Hub, is subject to being a Subscriber and any access and use shall be subject to the [Participation Requirements](#) and any additional [Hub user terms and conditions we may publish](#). Any other parts of our websites which may allow content to be viewed by others, may have additional terms to be accepted, and your agreement of any such terms (in addition to these terms), will be a condition of your use of that service.

4. **Our liability to you**

Please read this section carefully - it makes clear to what extent, if any, RCNi accepts responsibility (liability) to you for your use of RCNi Materials.

- 4.1 RCNi ACCEPTS NO RESPONSIBILITY IF YOU INCUR ANY LOSS OR DAMAGE AS A RESULT OF USING RCNi MATERIALS OUTSIDE THE SCOPE OF THIS AGREEMENT. NOR DOES RCNi ACCEPT ANY RESPONSIBILITY IN RESPECT OF ANY THIRD PARTY PRODUCTS OR SERVICES REFERRED TO OR LINKED TO IN ANY RCNi MATERIALS AND LINKING TO ANY THIRD PARTY MATERIALS IS NOT AN ENDORCEMENT OF THEM. YOU MUST FAMILIARISE YOURSELF TO THE TERMS OF ANY THIRD PARTY SITES AND WILL BE SUBJECT TO ANY RELEVANT TERMS AND CONDITIONS AND PRIVACY POLICIES.
- 4.2 RCNi WILL BE RESPONSIBLE ONLY FOR LOSS OR DAMAGE THAT IS REASONABLY FORESEEABLE AS A RESULT OF ITS BREACH OF THIS AGREEMENT OR OTHERWISE AS A RESULT OF A BREACH OF A LEGAL DUTY OF CARE OWED TO YOU, AND RCNi'S TOTAL FINANCIAL LIABILITY TO YOU IS LIMITED TO 115% OF THE PRICE YOU HAVE PAID FOR YOUR SUBSCRIPTION OR WHERE THERE IS NO SUBSCRIPTION, THE SUM OF £0 (ZERO POUNDS STERLING).
- 4.3 RCNi IS NOT RESPONSIBLE FOR AND IS NOT LIABLE TO YOU IF YOU SUFFER OR INCUR ANY LOSS AS A RESULT OF MATTERS BEYOND ITS REASONABLE CONTROL **SUCH AS, BY WAY OF EXAMPLE (AND NOT LIMITED TO), THE PROVISION OR PERFORMANCE OF PUBLIC OR PRIVATE COMMUNICATIONS NETWORKS, INTERNET SERVICES AND/OR CONNECTIONS, ACTS OF GOD, INDUSTRIAL ACTION, TERRORIST ATTACK OR THREAT.** IF, DUE TO AN EVENT BEYOND OUR REASONABLE CONTROL, WE ARE UNABLE TO PROVIDE ACCESS TO RCNi MATERIALS FOR A CONSECUTIVE PERIOD OF MORE THAN 28 DAYS, YOU MAY CANCEL YOUR SUBSCRIPTION AND WE WILL REFUND ANY AMOUNTS THAT YOU HAVE PAID US IN ADVANCE THAT RELATE TO ANY REMAINING PERIOD OF YOUR SUBSCRIPTION.
- 4.4 **RCNi WILL NOT HAVE ANY LIABILITY TO YOU SHOULD AN RCNi WEBSITE BECOME UNAVAILABLE OR ACCESS TO A RCNi WEBSITE BECOME SLOW OR INCOMPLETE DUE TO SYSTEM BACK-UP PROCEDURES, INTERNET TRAFFIC VOLUME, UPGRADES, OVERLOAD OF SERVER REQUESTS, NETWORK FAILURES OR DELAYS, VIRUSES, BUGS OR ANY OTHER CAUSE WHICH MAY FROM TIME TO TIME MAKE AN RCNi WEBSITE SLOW, INCOMPLETE OR INACCESSIBLE. YOU ARE RESPONSIBLE FOR CONFIGURING YOUR TECHNOLOGY, COMPUTER PROGRAMMES AND PLATOFRM IN ORDER TO ACCESS OUR SITES. YOU SHOULD USE YOUR OWN VIRUS PROTECTION SOFTWARE.**
- 4.5 RCNi'S LIABILITY WILL NOT BE LIMITED OR EXCLUDED IN THE CASE OF DEATH OR PERSONAL INJURY DIRECTLY CAUSED BY RCNi'S NEGLIGENCE; NOR IS RCNi'S LIABILITY OTHERWISE EXCLUDED OR LIMITED FOR LOSS OR DAMAGE THAT CANNOT AS A MATTER OF LAW BE EXCLUDED OR LIMITED.

5. **General**

- 5.1 Transferring RCNi's rights and obligations. RCNi may transfer its rights and obligations under this Agreement to another organisation. You may not do so and any rights granted herein are personal to you.
- 5.2 Severability. Each of the provisions set out in this Agreement operates separately. If any court of competent jurisdiction determines that any of them are invalid, the invalidity will not affect the other provisions which shall remain in full force and effect (and construed accordingly to the extent necessary).
- 5.3 No waiver. If either party fails to exercise any right or remedy under this Agreement then such failure does not amount to a waiver of that right or remedy. **That means in our case 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.

- 5.4 Entire Agreement. This Agreement constitutes the complete agreement between you and RCNi relating to your use of RCNi Materials.
- 5.5 Alternative dispute resolution. Alternative dispute resolution (“ADR”) is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the ADR provider IDRS (Independent Dispute Resolution Service) which is part of the Centre for Effective Dispute Resolution via their website at <https://www.cedr.com/idrs/>. We do not intend to use ADR but may agree to do so by written consent.
- 5.6 Law & Jurisdiction. This Agreement will be subject to English law and both you and RCNi agree that the courts of England will have non-exclusive jurisdiction to settle any dispute which may arise out of, or under, or in connection with this Agreement.

These terms and conditions were published in May 2017.