

## **RICS Training and Events Terms and Conditions**

Your purchase of training Services will be subject to our general terms and conditions and these Special Conditions and you should read both documents together. Unless otherwise stated in these Special Conditions, the defined terms in our general terms and conditions shall apply to these Special Conditions.

In the event of any conflict or inconsistency between these Special Conditions and our general terms and conditions, these Special Conditions shall prevail but only to the extent of such conflict or inconsistency.

### **1. Definitions and Interpretation**

- 1.1. For the purpose of these Training and Event Terms and Conditions, the following terms shall have the following meaning:
  - 1.1.1. "Consumer" means any customer who is purchasing outside the course of his or her business or trade;
  - 1.1.2. "Delegate": means you or the individual attending or accessing the Event in person or online pursuant to these Special Conditions;
  - 1.1.3. "Event": means the training course, event, conference, seminar and/or networking event, e-learning course, web class, APC portal, unlimited OLA and/or distance learning course subscribed to or to be supplied for attendance in person or online under these Special Conditions;
  - 1.1.4. "Matter Outside Our Control": has the meaning given to it at clause 3.1 of these Special Conditions; and
  - 1.1.5. "Services": means any training course, event, conference, seminar and/or networking event, e-learning course, web class and/or distance learning course subscribed to or organised by RICS and any materials, information or data provided to you as part of or in connection with the provision of such services.

### **2. Providing the Services**

- 2.1. We will need certain information from you that is necessary for us to provide the Services, for example, your full name (or the full name of the Delegate(s)), any special dietary or accessibility requirements you (or the Delegate(s)) may have. We will contact you in writing to obtain and/or confirm this information. If you do not, after being asked by us, provide us with this information, or you provide us with incomplete or incorrect information (in our reasonable opinion), we may suspend the Services by giving you written notice. We will not be liable for any delay or non-performance where you have not provided this information to us after we have asked. If we suspend the Services under this clause 2.1, you do not have to pay for the Services while they are suspended, but this does not affect your obligation to pay for any invoices we have already sent to you.
- 2.2. The price for the Services is stated on our order acknowledgement (as appropriate). All prices are in pound sterling, are exclusive of VAT, which will be added to or charged on invoices at the appropriate rates and paid by you.
- 2.3. We may vary the price where the cost to us of acquiring or supplying the Services is increased between the date of the order acknowledgement and delivery to account for, without limitation, increases in the cost of the Services, or arising from a change in exchange rate, a change in delivery date, quantities or delay caused by your instructions PROVIDED THAT we will notify you in

writing in good time prior to delivery of such price increases. You may cancel your order within 7 working days of this notice if you are unhappy with the price increases.

- 2.4. Unless we agree otherwise in writing, you must pay for the Services at the time of booking by such means as we may notify you of. Payment by cheque is deemed to have been made only upon such cheque being met on first presentation.
- 2.5. If you do not pay us for the Services in accordance with these Terms and Conditions, we may, in addition to any other rights which we have under these Terms and Conditions:
  - 2.5.1. charge interest on the outstanding amount (as well after as before judgement) on a day to day basis at an annual rate of 4% above National Westminster Bank Plc's base rate from time to time applicable until the sum due is paid.
  - 2.5.2. withhold further deliveries and/or suspend performance of the Services until arrangements as to payment or credit have been established on terms which are satisfactory to us.
  - 2.5.3. immediately terminate the contract between you and us. We will contact you in writing to tell you this.
- 2.6. We may:
  - 2.6.1. refuse your (or any Delegate(s)) admittance or access to the Event;
  - 2.6.2. require you (or any Delegate) leave the Event; and/or
  - 2.6.3. immediately terminate the Contract;

where we consider you (or any Delegate) are acting inappropriately.

2.7 For Training and Events held by RICS' Dispute Resolution Service, participation on any training or assessment is subject to the RICS DRS review procedure detailed on the RICS website which can be found on [www.rics.org/drs](http://www.rics.org/drs).

2.8 For e-learning courses, the access period runs from the date of purchase not from the first log on date. It is the Delegate's responsibility to submit applications for examinations and access certificates of completion while enrolment is active online. No refund will be given for any failure to do so. Extensions of access will be made available at our absolute discretion.

### **3. Changes to the Services**

- 3.1. We will not be liable or responsible for any change to the Services performed, failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions that is caused by any act or event beyond our reasonable control ("Matter Outside Our Control"). A Matter Outside Our Control would include, by way of non-limiting example, an occurrence preventing our holding the Event at the intended venue or preventing the attendance at the Event of a key individual or supplier.
- 3.2. If a Matter Outside Our Control takes place that affects the performance of our obligations under these Terms and Conditions we will contact you in writing to let you know in advance that a Matter Outside Our Control has occurred (unless the problem is urgent or an emergency) and:

3.2.1. if (due to the Matter Outside Our Control) we are unable to provide the Event in accordance with our written acceptance of your Order we will contact you in writing to confirm the changes we have had to make to the Event. [If you are a Consumer, you may, by notice in writing to us:

3.2.1.1. accept the change to the Services and attend the Event as changed by us; or

3.2.1.2. cancel the Contract if you no longer wish us to provide the Services. [Please see your cancellation rights under clause 4 of these Terms and Conditions].

3.2.2. If we are unable to provide the Event to you, our obligations under these Terms and Conditions will be suspended and the time for performance of our obligations will be extended for the duration of the Matter Outside Our Control. You may, by notice in writing to us, cancel or exchange the contract if a Matter Outside Our Control takes place and you no longer wish us to provide the Services. Please see your cancellation rights under clause 4 of these Terms and Conditions.

#### 4. Cancellation of the Services

4.1. You may cancel an order for Services by writing to us at: **RICS Training, Surveyor Court, Westwood Way, Coventry, CV4 8JE**  
E: training@rics.org

in the following circumstances:

4.1.1. if you are a Consumer, in accordance with the United Kingdom's Distance Selling Regulations, you have the right to cancel the contract between us for the supply of the Services within 14 working days from entering into the contract. A working day is any day other than weekends and bank or other public holidays. Unless we agree otherwise with you in writing, you will not be able to cancel in respect of the Services under this clause once the performance of the Event has begun.

4.1.2. due to a Matter Outside Our Control (as defined at clause 3.1 of these Special Conditions); and

4.1.3. up to fourteen (14) days prior to the Event or commencement of Event in relation to any distance learning courses or subscribed services. If you cancel an Order under this clause 4.1.3 and you have made any payment in advance for Services that have not been provided to you, we will refund these amounts to you, subject to a 10% administration charge. If you cancel an Order fourteen (14) days or less prior to the Event, you will not be entitled to a refund of any payment you have made in advance for the Services that have not been provided to you. To the extent permitted by law, we shall not be liable to you (whether in contract, tort, negligence or otherwise and howsoever arising) for any loss, damage, cost and/or expense incurred by you under or in connection with your cancellation of the Order for Services fourteen (14) days or less prior to the Event.

4.2. We will confirm your cancellation under clause 4.1 in writing to you.

4.3. If you are not a Consumer and you cancel an Order under clause 4.1 and you are entitled to a refund for Services that have not been provided to you, we will refund these amounts to you within 28 days of receipt of your notice of cancellation.

4.4. Unless otherwise agreed by us in writing, you are not entitled to exchange your order for an Event to a different Event.

4.5. For the avoidance of doubt, we are not obliged to accept cancellations under clause 4.1 received or requested fourteen (14) days or less prior to the Event.

4.6. We may cancel an Order for the Services by writing to you (to the e-mail address nominated by you in your Order) at any time. If we cancel your Order for the Services, we shall either (at our sole option):

4.6.1. offer you a place at a different Event that we offer; or

4.6.2. refund the price paid in advance by you for the Event, within 28 days of our notice of cancellation to you.

#### 5. Change of Event Delegate

5.1 Subject to receipt by us of the full sum payable by you for the Event, you may change the Delegate attending the Event by notice in writing to **training@rics.org** up to 24 hours prior to the Event. We will confirm in writing to you whether we are able to accept the Delegate change. For the avoidance of doubt:

5.1.1. we are not obliged to accept a Delegate change for any Event; and

5.1.2. for security purposes, Delegates may not be changed less than 24 hours prior to the Event.

#### 6. Limitation of Liability

6.1 We accept no responsibility or liability for the views or opinions as expressed by the speakers, chairperson or other persons at the Event.

6.2 We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of these Terms and Conditions for:

6.2.1 any losses which are not reasonably foreseeable by both parties when the contract is formed arising in connection with the supply of the Services or their use by you;

6.2.2 any losses which are not caused by any breach by us; and/or

6.2.3 business or trade losses.

6.3 Subject to condition 6.4 below, our entire liability in connection with these Terms and Conditions will not exceed the purchase price of the Services to which the claim relates.

6.4 Nothing in these Terms and Conditions shall limit our liability to you for death or personal injury resulting from our negligence or that of our employees, agents or subcontractors nor for any other matter which by law cannot be excluded.

#### 7. Assignment

7.1 We may freely assign, sub-contract or otherwise transfer in whole or in part the Services. You may not assign, sub-contract or otherwise transfer in whole or in part your rights and obligations under these Terms and Conditions without our written agreement.

8 General

- 8.1 All intellectual property in the Services and any materials or other documents or items provided in connection with the Services are and shall remain fully vested in us and cannot be used for your own commercial purpose. This does not apply to publications and data provided by third parties.
- 8.2 We shall process your data in accordance with the Data Protection Act 1998. You can view our privacy policy here: [www.rics.org/uk/footer/terms/](http://www.rics.org/uk/footer/terms/).
- 8.3 These Terms and Conditions constitute the entire terms and conditions between us in relation to the Services and supersede all previous agreements.
- 8.4 No waiver by us of any breach of these Terms and Conditions by you is considered as a waiver of any subsequent breach of the same or any other provision.
- 8.5 These Terms and Conditions are governed by the laws of England and the English courts shall have the non-exclusive jurisdiction to resolve any disputes arising out of or under it.