



**BCS, The Chartered Institute for IT**  
**CPD Modules Terms and Conditions**  
**28 October 2024**

## SCOPE

These terms and conditions (“Terms and Conditions”) govern the purchase of digital products (“Digital Products”) from us through [www.discover.bcs.org](http://www.discover.bcs.org) (the “Website”).

Please read these Terms and Conditions carefully as they affect your liabilities under the law. Before proceeding with an order on the Website, you will be required to show that you have read and understood them by clicking on the "I accept the terms and conditions" button. Please note that you will be required to do this each and every time you place an order through the Website.

We reserve the right to make changes to these terms at any time and changes may have been made since you last reviewed them.

**LAST UPDATED: 28 October 2024**

### **KEY UPDATES: THESE TERMS NO LONGER APPLY TO BUSINESS CUSTOMERS**

If you are a business customer, new purchases of Digital Products will not be governed by these Terms and Conditions. Please refer to your agreement with us for the terms and conditions in relation to Digital Products or speak to your key account manager.

## WHERE TO FIND INFORMATION ABOUT BCS

You can find everything you need to know about us, BCS Learning & Development Limited, here: <https://www.bcs.org/legal-and-privacy-notices/>.

We also confirm key information to you in writing after your order by email.

## WHEN YOU PURCHASE DIGITAL PRODUCTS FROM BCS

**When purchasing Digital Products from us, you are agreeing that:**

### **1. ORDERING DIGITAL PRODUCTS**

All orders placed through the Website for Digital Products will be subject to our acceptance of the order.

### **2. PRICING AND PROCESSING YOUR ORDERS AND PAYMENT**

The price of any Digital Products will be as quoted on the Website from time to time, except in cases of obvious error. In the event of obvious inaccuracies in the prices quoted on the Website, we reserve the right not to fulfil and/or to cancel any orders placed by you in reliance on the inaccurate prices.

Prices are liable to change at any time.

Payment for all Digital Products, either by credit or debit card, will be taken from your card at the time we receive your order, once we have

checked your card details and availability. Any payment made to us will be refunded if we do not accept your order.

Whilst it is our intention to keep the Website up to date and error free, Digital Product description or pricing errors may occur. If we discover such an error after you have submitted an order to us, we will contact you prior to accepting your order with the correct details. You may then either cancel your order or confirm it based on the correct information. If we are unable to contact you, we will treat your order as cancelled.

All prices shown on the Website are inclusive of VAT.

You will have access to your Digital Products for 12 months from purchase, following which your access will expire.

### **3. SOMETIMES WE REJECT ORDERS**

Sometimes we reject orders, for example, because we can't verify your age (where the product is age-restricted) or because the Digital Product was mispriced by us. When this happens, we let you know as soon as possible.

### **4. WE'RE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL**

We will not be liable or responsible for any failure to perform, or delay in performance of,

any of our obligations in connection with the supply of your Digital Product that is caused by events outside our reasonable control. If the delay is likely to be substantial, you can contact our Customer Services Team via telephone on: 01793 417417 to cancel your order and receive a refund for the Digital Products you have paid for, but not received.

#### **5. IF YOU ARE A CONSUMER, YOU HAVE A LEGAL RIGHT TO CHANGE YOUR MIND BEFORE ACCESSING OR DOWNLOADING YOUR DIGITAL PRODUCT**

If you are a consumer, you have 14 days after the date we confirm your order to change your mind about a purchase, but you lose this right when you start to access your Digital Product. If you change your mind, contact our Customer Service Team via telephone on: 01793 417417. 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.

If you are a UK consumer, you have additional rights under the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013.

#### **6. YOU HAVE RIGHTS IF THERE IS SOMETHING WRONG WITH YOUR DIGITAL PRODUCT**

If you think there is something wrong with your Digital Product you must contact our Customer Service Team via telephone on: 01793 417417.

#### **7. WE CAN CHANGE DIGITAL PRODUCTS**

Changes we can always make. We can always change a Digital Product:

- to reflect changes in relevant laws and regulatory requirements;
- to implement minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the Digital Product; and
- to update the content, provided that the Digital Products always match the description of it that we provided to you

before you bought it. We might ask you to install these updates.

#### **8. OWNERSHIP OF DIGITAL PRODUCTS**

We are the owner the copyright, design rights and all other intellectual property rights in the Digital Products provided to you and any updates we make in connection with the Digital Products and you must not use the Digital Products for any commercial or business purpose.

#### **9. WE CAN WITHDRAW DIGITAL PRODUCTS**

We can stop providing a Digital Product at any time. We let you know in advance and we refund any sums you've paid in advance for Digital Products which won't be provided.

#### **10. WE DON'T COMPENSATE YOU FOR ALL LOSSES CAUSED BY US OR OUR DIGITAL PRODUCTS**

**Our Liability to Consumers.** We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **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).
- **Caused by a delaying event outside our control.**
- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own Digital Products or device, which was caused by Digital Products we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- **A business loss.** It relates to your use of a Digital Product for the purposes of your trade, business, craft or profession.

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

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- defective products under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

#### **11. WE USE YOUR PERSONAL DATA AS SET OUT IN OUR PRIVACY NOTICE**

How we use any personal data you give us is set out in our Privacy Notice: <https://www.bcs.org/legal-and-privacy-notice/data-privacy-notice/>.

In particular, we will use the information that you provide to send you information necessary for the fulfilment of our contract with you (for example, order confirmations, receipts etc.), and to supply you with the Digital Products that you order.

#### **12. RESOLVING DISPUTES WITH US**

Our Customer Service Team can be contacted via telephone on: 01793 417417. They will do their best to resolve any problems you have with us or our Digital Products as per our Complaints policy: <https://www.bcs.org/media/2533/complaints-policy.pdf>.

The purchase of Digital Products and any contracts formed between us are governed by English law. Any dispute arising from, or related to, such use and any such contracts shall be subject to the exclusive jurisdiction of the courts of England.

#### **13. OTHER IMPORTANT TERMS APPLY TO OUR CONTRACT**

We can transfer our contract with you, so that a different organisation is responsible for supplying your Digital 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.

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. You can only transfer your contract with us to someone else if we agree to this.

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.

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.