

## LEARN ON DEMAND – Terms and Conditions

Date last updated: 16th December 2020

### 1. WHAT'S IN THESE TERMS?

These terms apply when you wish to purchase a course offered by Reed as a Learn On Demand Course (“LOD Course”) on our website [<https://www.reed.co.uk/courses/>] (**our Site**). These terms are not very long and we recommend that you read them (reading them takes just 10 mins!)

Our Site was designed to comply with the legal requirements of the United Kingdom (including Northern Ireland). If you access our Site and/or buy a LOD Course from us and you're located outside of the UK (including Northern Ireland), please note that other rules and laws may also apply to you.

The LOD **Courses** are the courses that are advertised on our Site and which we provide to you for free or at the advertised price.

**If you are just browsing our Site, terms 1 – 6 apply to you.**

**If you buy a Course from us (including participating in a free Course), terms 1 – 14 apply to you.**

### 2. WHO WE ARE AND HOW TO CONTACT US

Our Site is operated by Reed Online Limited (**Reed, We, Our or Us**). We are a private company registered in England and Wales under company number 06317279 and have our registered office at Academy Court, 94 Chancery Lane, London, WC2A 1DT. Our registered VAT number is 974971658.

We also sell and make available the LOD Courses on our Site.

To contact us with any questions or concerns, please submit your question or query on the [Contact Us page](#) or call us on 020 3510 0107

### 3. BY USING OUR SITE YOU ACCEPT THESE TERMS

By using our Site or buying or participating in a LOD Course, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our Site or buy or participate in a LOD Course. We recommend that you print a copy of these terms for future reference.

### 4. WE MAY MAKE CHANGES TO THESE TERMS AND OUR SITE

We may amend these terms and our Site from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply to our Site at that time.

We will try to give you reasonable notice of any major changes.

## **5. OUR RESPONSIBILITY TO YOU**

We will not be liable to you in any way, for any loss that you suffer, if you cannot use our Site. We will also not be liable to you in any way, and for any reason, for: loss of profit, sales, business, or revenue; loss of business interruption or business opportunity; loss of goodwill; loss of data or information; or any indirect or consequential loss.

## **6. OTHER TERMS THAT APPLY TO YOU**

- Our [Privacy Policy](https://www.reed.co.uk/policies#privacyPolicy) (<https://www.reed.co.uk/policies#privacyPolicy>), which covers how we use your personal data, also applies to your use of our Site.
- We do not guarantee that our Site, or any content on it (including the Courses), will always be available, accurate, error-free, uninterrupted or secure. We do not accept any liability arising from any errors, omissions, interruptions or delays or any ongoing obligation or responsibility to operate and provide our Site (or any particular part of it).
- We may suspend or withdraw or restrict the availability of all or any part of our Site at any time. We will try to give you reasonable notice of any suspension, withdrawal or restricted availability.
- Do not use our Site for illegal purposes and do not upload any viruses or other harmful material to our Site. Do not access or change our Site's code. We try our best to make sure that no viruses or other harmful material enter our Site but we cannot guarantee that this will always be the case. If someone does manage to upload a virus or other harmful material onto our Site, we will not be liable to you for any losses or damage you suffer. We recommend that you use virus protection software.
- Where our Site contains links to websites and resources provided by other people, we have no control over, and are not responsible for, these links.
- You may link to our Site, provided you do so in a way that is fair and legal and does not damage our reputation. You must not link in any way that suggest any form of endorsement by us. You can only link to websites that you own, and we can request that you withdraw your link at any time and you must promptly comply.

- If you do anything illegal, or we think you are going to do anything illegal, we will share this information and your details with the relevant authorities. We will then suspend or delete your account.
- We are the owner or the licensee of all intellectual property rights in our Site and in the material published on it. Those works are protected by copyright and other laws around the world. You must not use any illustrations, photographs, video, graphic or other content on our Site in any way without our permission.
- We may transfer our rights and obligations under these terms to another organisation. We will tell you in writing if this happens.
- These terms are governed by English law and any claims relating to these terms must be brought in the courts of England only (except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland).

## **7. I WANT TO BUY A COURSE**

The following terms 7 – 14 also apply if you want to buy a LOD Course from Reed. These terms also apply if the LOD Course is free.

- You can search our Site for different LOD Courses and, once you have found an LOD Course that you like and want to buy, you can easily add it to your basket. The price of the LOD Course includes VAT. We may from time to time offer promotions or discounts for our LOD Courses, including special pricing for new users, but please be aware that these will be available for a limited time only.
- Once a LOD Course is in your basket, you can go through the online payment process to pay for the Course. The final price will be shown during the checkout process, and by clicking “Confirm Card Details” or using Paypal or Dividebuy to complete the transaction, you agree to pay the amount for the Course(s) in your basket.
- As you will see, some LOD Courses are free and so you will not have to pay anything to access and complete these Courses.
- All of the LOD Courses on our Site are available to other people and they are not personalised or tailored for you. You are responsible for deciding, based on the LOD Course description, if you would like to enrol in, and purchase, an LOD Course.
- We accept your order for a LOD Course when we email you to accept and confirm it. At this point, you will enter into a binding contract with us for the LOD Course. This email will also set out confirmation of the LOD Course you have bought from us and our

suggestions for other LOD Courses that you might find interesting. If the LOD Course is free, we will just email you with confirmation of the LOD Course.

- There may be times where we cannot accept your order for an LOD Course, for example if we have identified an error in the price of the Course or where there are restrictions imposed by the country where you reside. Where this happens, we will let you know and will not charge you for the LOD Course.
- When we email you confirmation of your LOD Course and order, we will also provide you with the LOD Course login details (sometimes in two separate emails) so that you can start accessing the LOD Course straight away. As you can access the entire LOD Course straightaway, you agree that this means we can deduct a reasonable amount from your refund if you choose to cancel your LOD Course within 14 days of when we accept your order.
- You will be able to access your LOD Course for as long as we have the Course available on our Site.
- You will not be able to access the LOD Course, and we will not send you an email confirmation of your LOD Course, if we are not able to take payment from you. If we have trouble taking payment from you, we will let you know.
- LOD Courses are sold on a per person basis. This means that once you have bought your LOD Course, you cannot share access to your LOD Course with anyone else. Also you are not allowed to resell the LOD Course to anyone else. If we find that you have given other people access to the LOD Course, we will deactivate your account with us immediately. This does not apply if you choose to buy the LOD Course for someone else. If you are buying the LOD Course for someone else, you can share the LOD Course login details with them.
- If you are having technical issues accessing the LOD Course, let us know as soon as possible. You can do so on the [Contact Us page](#).
- During your LOD Course, you can ask the Course Provider (we explain who this is in term 8 below) and other people taking the LOD Course questions using the Q&A function on the Course page. If the Course Provider has not replied to your question within 48 hours, let us know at [student.support@reedonline.co.uk](mailto:student.support@reedonline.co.uk). We do not recommend that you share any personal information with the Course Provider or other students.
- At the end of the LOD Course, you may be able to download a certificate of completion. We will let you know if this is a feature of your LOD Course, once you have completed your LOD Course. You are strictly prohibited from editing the certification of completion

in any way. You may also be asked to provide a review of the LOD Course and, if you decide to complete a review, you must complete it honestly and fairly.

## **8. LOD COURSE DESCRIPTIONS AND CONTENT**

All of our LOD Courses will have a short description about the LOD Course including an overview of what the LOD Course is about and any exams or assessments, any reviews previously given about the LOD Course, the LOD Course's duration, the price for the LOD Course and the Course Provider.

We try to make sure that each of our LOD Courses match up with their short description but we cannot always guarantee that this will be the case.

The person who created the LOD Course is responsible for the Course description and content. We refer to them as the **Course Provider**. We have no responsibility or liability for the LOD Course description or content. This means that we do not guarantee in any way the reliability, validity, accuracy, or truthfulness of the LOD Courses.

If you have bought a LOD Course and do not think it matches its description, or you are not otherwise happy with it, let us know by following the process in term 11.

## **9. YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

When you want to buy or take part in a LOD Course, you will be asked to create an account with Reed. Please keep your login details (e.g. password and other security information) secure and confidential. You must not disclose your login details to any third party or allow any person to use your account.

You must provide true, accurate and complete information about yourself when signing up on our Site. You must not create multiple profiles. You are responsible for anything that happens on your account (including any harm that we suffer).

We have the right to deactivate and delete any user profile, at any time and for any reasonable reason, for example, if you have failed to comply with these terms of use or in line with our Fair Use term (see term 12).

If you know or suspect that anyone other than you knows your login details you must promptly notify us. You can do so on the [Contact Us page](#).

## **10. YOUR RIGHT TO USE THE LOD COURSE**

When you buy an LOD Course or choose to enrol in a free LOD Course, we will give you a

personal, non-exclusive and non-transferable licence to access and participate in the LOD Course for your personal educational purposes. Your licence to access and participate in the LOD Course will last for as long as the Course is available on the Site.

The Course Provider is the owner or the licensee of all intellectual property rights in the LOD Course and in any material, data, software, text, design, graphics, images and other content contained in or delivered through the LOD Course. The LOD Course is protected by copyright and other laws around the world. You must not use the LOD Course in any way except for your own personal educational purposes. For example, you are not allowed to copy, modify, resell or redistribute the LOD Course.

We are very happy to hear your suggestions, thoughts and ideas about the LOD Course and our Site but if you tell us any of them, and we use them, we do not have to pay you any money for them or tell anyone that it was your idea.

## **II. NOT HAPPY WITH YOUR COURSE?**

If you would simply like to change your mind about a LOD Course you have bought, you can cancel your LOD Course order within 14 days of your purchase and receive a refund (in which case, you will immediately lose access to the LOD Course). To exercise the right to cancel, you must inform us of your decision to cancel your contract by a clear statement, including details of your name, details of the LOD Course you wish to cancel and email address. You can do so on the [Contact Us page](#).

Whether you receive a full or part refund will depend on when you let us know that you would like to cancel. We are allowed to deduct an amount from the refund, to cover our reasonable costs for supplying the LOD Course that you have already received until the date you told us that you would like to cancel.

**If you have simply changed your mind and want to cancel the LOD Course 14 days after you purchase it, unfortunately you are not entitled to cancel your order because you no longer want the LOD Course. Also if you complete the entire LOD Course within 14 days after you purchase it, you are not entitled to cancel your order for the LOD Course. You also cannot request a refund if your LOD Course is free.**

If you think the LOD Course description was incorrect or you are not happy because of a material change made to the LOD Course after you have purchased it (for example, a key element of the LOD Course is no longer available), then you can cancel your LOD Course order and receive a refund. If you do this, you will immediately lose access to the LOD Course. We will also deduct an amount from the refund to cover our reasonable costs for supplying the LOD Course that you have already received until the date you told us that you would like to cancel. Of course, you can agree to continue with the LOD Course but, in that case, you will lose your right to a refund.

If:

- we have told you that there has been a mistake in the price or a material mistake in the description of the LOD Course after you have purchased it and you do not want to pay the price difference or continue with the LOD Course; or
- we have to make any major changes to terms 7 to 14 after you have bought the LOD Course, and you do not agree with the changes,

you can cancel your order for the LOD Course and you will receive a full refund. If you want to cancel your LOD Course, you have to let us know within [7] days of receiving our email telling you of the issue.

If you want to cancel your LOD Course for any other reasons or want to discuss any other request for a refund with us, let us know by submitting your request on the [Contact Us page](#). As we make the LOD Courses available to other people, and the LOD Courses are not tailored to you, we are not able to change a particular LOD Course for you in the event that you are not happy with it. Please also remember that you cannot receive a refund for a LOD Course just because you did not like it.

If you are eligible for a refund, we will give you a refund using the same method you used to pay for the LOD Course and you should receive your refund within 14 days of your cancellation.

## **12. FAIR USE**

If we notice an unusual pattern of refund activity that gives us cause for concern or suspicion e.g. we suspect that you are substantially completing LOD Courses, complaining about them and requesting refunds or you have requested an excessive number of refunds, then we might have to deactivate your account.

If this happens to you and you think we have made a mistake, please contact us at [student.support@reedonline.co.uk](mailto:student.support@reedonline.co.uk) and we will be happy to discuss it with you.

## **13. OUR RESPONSIBILITY TO YOU**

- Unless stated in the LOD Course description that you would obtain CPD points by completing the LOD Course, we do not, in any way, guarantee or promise that you will achieve any form of qualification, credential, certification and expertise by taking the LOD Course. We also do not guarantee or promise any type or result or professional or job outcome if you complete an LOD Course.
- The Course Providers are not our employees and we are not responsible or liable for any interaction that you may have with a Course Provider. We have an agreement with the Course Provider for them to deliver the LOD Course only.

- There may be times when we have to suspend our Site and the supply of the LOD Courses. This may be, for example, because we need to deal with technical or security issues on our Site. We will try our best to let you know beforehand but this may not always be possible.
- If we suspend your LOD Course, we will just extend the time in which you have to complete the LOD Course by the length of the suspension. It will be very rare but, if we have to permanently remove a LOD Course that you have bought from our Site, we will let you know and you will receive a full refund.
- If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of us breaking these terms, and up to a maximum amount of the value of the LOD Course that you have purchased. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to these terms, both we and you knew it might happen.
- If the LOD Courses are defective and damage your device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation limited to the price you have paid for the LOD Course. However, we will not be liable for damage which you could have avoided by following our advice or for damage which was caused by you failing to have in place the minimum system requirements advised by us or reasonable virus protection software.
- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We have no liability to you: for any loss of profit, sales or revenue; loss of business or loss of business opportunity; for any loss of data or information; for any loss of job offers or professional qualification; or if you try to make money from our Site.

#### **14. NOT HAPPY OR HAVE ANY FURTHER QUESTIONS?**

We hope that you enjoy our LOD Courses and so let us know as soon as possible if you have questions or complaints, by submitting it [here](#) . We will try our best to reply to you within 2 working days.