

Research Academy Courses Terms & Conditions

1 INTRODUCTION

- 1.1 Please read these terms and conditions carefully (the “**Terms**”) which form the contract (“**Contract**”) between the Research Academy Limited (“**we**”, “**us**”, “**our**”, “**RA**”), you (if you are self-funding) and any employer sponsoring their employee(s) to be students (“**Employer**”). The Terms tell you who we are, how we will provide your course, how you and we can change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in the Terms or have any questions or concerns, please contact us.
- 1.2 In these Terms, all students (self-funding and sponsored) will be referred to as a **Student** or, collectively, as **Students**. Reference to ‘you’ will be construed according to the particular context, as required.
- 1.3 These Terms apply to all of our courses (“**Courses**”, “**Course**”) as described and defined in clause 8), including any Courses that are accredited by the Market Research Society (“**MRS**”) (see the MRS website [here](#) and clause 2.2 for further details).
- 1.4 When we use the words “**writing**” or “**written**” in these terms, this includes by e-mail.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and those in the plural include the singular.
- 1.6 Clause headings shall not affect the interpretation of these terms and conditions.
- 1.7 References to clauses are (unless otherwise provided) references to the clauses of these Terms.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Any words following the expressions “**including**”, “**include**”, “**in particular**”, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

2 ABOUT US

- 2.1 Research Academy Limited is a limited company registered in England and Wales under company number 8543012. Our registered office and trading address (head office) is at 34b York Way, London, N1 9AB, United Kingdom. Our VAT Number is GB165061620.
- 2.2 Some of our Courses are accredited and regulated by the MRS, a professional body (“**MRS-accredited Courses**”). Our Accredited Centre number is 2194291. You can verify our listing on the List of Accredited Centres at https://www.mrs.org.uk/learningCPD/accredited_centres_list. We subscribe to the MRS professional standards of conduct: https://www.mrs.org.uk/standards/code_of_conduct.
- 2.3 We are registered with the Information Commissioner’s Office. Our registration number is ZA014688.
- 2.4 Our website is at <https://research-academy.co.uk/> (the “**Website**”).
- 2.5 Unless otherwise set out in the Terms, our e-mail address for all contact and correspondence is: hello@research-academy.co.uk.

3 HOW WE WILL USE YOUR DATA

- 3.1 In order to process your Order (see clause 4 below), establish your eligibility for a Course and to provide the Course to you, we will comply with all data protection legislation in accordance with the terms of our [Privacy Policy](https://research-academy.co.uk/privacy-policy-and-cookies/), available at <https://research-academy.co.uk/privacy-policy-and-cookies/>. All information provided by you will be treated securely and in accordance with the General Data Protection Regulation 2018 (“**GDPR**”).

3.2 The following apply to MRS-accredited Courses only:

- 3.2.1 The [MRS Qualifications Policy Handbook](#) and the [MRS Privacy Policy](#) also form part of the Terms.
- 3.2.2 We are obliged to enforce the MRS Qualifications Policy on all Students taking an MRS-accredited Course. You acknowledge that you have read the MRS Qualifications Policy and that you understand and agree to it when you apply for an MRS-accredited Course. If you are an Employer applying on behalf of your employee(s), you agree to share the MRS Qualifications Policy Handbook with Students. The MRS Qualifications Policy Handbook can be found at: https://www.mrs.org.uk/learningCPD/mrs_qualifications_policy.
- 3.2.3 We will share Student data with the MRS for the purposes of learning, conducting examinations and assessments, and issuing of examination results and certificates. The MRS will share Student personal data in its possession with us, including examination results and outcomes of any reviews of marking, moderation and appeals. You acknowledge that you have read the MRS Privacy Policy and that you understand and agree to it when you apply for an MRS-accredited Course. If you are an Employer applying on behalf of your employee(s), you agree to share the MRS

Privacy Policy with Students. The MRS Privacy Policy can be found at https://www.mrs.org.uk/privacy_policy.

3.2.4 If you have any questions about either the MRS Qualifications Policy or the MRS Privacy Policy, please contact us as soon as possible.

4 WARRANTIES, ADMISSIONS AND ELIGIBILITY

4.1 To apply for admission to a Course (“**Application**”), you or an Employer (if applicable) will need to submit a completed admissions form via our Website or by e-mailing us at the e-mail address in clause 2.

4.2 By making an Application and paying the Course Fees (see clause 5), you agree that:

4.2.1 You will be available to begin the Course at the stated date and for its duration, its (save where otherwise permitted in these Terms).

4.2.2 All details you provide to us for the purpose of your Application are, to the best of your knowledge at the time of your Application, true, accurate, current and complete in all respects.

4.2.3 You will promptly notify us of any changes to the information provided on registration, to your personal information, or to the personal information and employment status of any Student(s) you have placed an Order for.

4.2.4 You, or the Student(s) in question, are over eighteen.

4.2.5 You authorise us to transmit your name, address and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity. We will do so in accordance with our [Privacy Policy](#).

4.2.6 If you are an Employer who is making an Application on behalf of any Student(s), you will make each Student aware of our [Privacy Policy](#) and obtain their consent to it. We will ask you to confirm this when you submit an Application which is accepted by us (your “**Order**”).

4.3 Prospective Students need to satisfy certain eligibility criteria in order to be accepted on a Course. These are set out on our Website. We will ask you to confirm eligibility when you make an Application and to provide documentary evidence, if applicable.

4.4 If we agree to supply Courses for delivery outside of the United Kingdom, they may be subject to additional taxes, or expenses incurred due to complying with foreign regulatory requirements or laws. You will be responsible for payment of any such taxes in addition to our Course Fees and any Additional Charges (see clause 6), including VAT (Value Added Tax). Please note that we have no control over such charges and cannot predict their amount. You may wish to contact your local taxation authority for further information before placing your Order.

- 4.5 When you make an Application, you are offering to purchase a Course subject to these Terms. We reserve the right to decline or cancel your Application or any part of it. Following receipt by us of your Application in accordance with the requirements set out on the Website and any relevant prospectus, you will receive written confirmation confirming that your Application has been received. Your Application will not be confirmed until it has been accepted by us in accordance with clause 4.7.
- 4.6 All Applications are subject to our verification and approval. In some instances, we may require a pre-admission interview. We reserve the right to refuse any Application.
- 4.7 A legally binding agreement shall not come into existence until we have accepted your Application by sending you separate written confirmation of your acceptance on to a Course, which will be effective when we write to you using the details you have provided to us (e.g. your e-mail address).
- 4.8 We reserve the right to withdraw a Course advertised on the Website and/or in a prospectus prior to the commencement of the Course.

5 COURSE FEES

- 5.1 Fees for admission to a Course ("**Course Fees**") consist of our tuition fee, and in the case of MRS-accredited Courses, an MRS course registration fee and any relevant MRS exam venue fees. The Course Fees do not include an MRS membership subscription and you must arrange for this separately.
- 5.2 Course Fees are set out on our Website, in our prospectuses, and in the Order that you place. All Course Fees are quoted in pounds sterling, and are exclusive of VAT. VAT will be charged by us, and payable by you, at the prevailing rate in force on the date payment is made. The actual total fees payable may therefore increase or decrease accordingly.
- 5.3 Course Fees exclude any Additional Charges that may be incurred (see clause 6).
- 5.4 When you place an Order, you agree to pay the applicable Course Fees due, subject to your right of cancellation under clause 7. This applies regardless of whether you are a self-funding Student or an Employer making an Application on behalf of one or more Students.
- 5.5 We will issue an invoice for the Course Fees due once we accept your Order.
- 5.6 In the event that the Course Fees quoted on the Website and/or in a prospectus are different to any Course Fees contained on an invoice, the Course Fees on the invoice will be the correct Course Fees required to be paid.
- 5.7 If you are the recipient of a Research Academy Diploma Scholarship (details of which are available on our Website [here](#)), it is your responsibility to comply with any separate terms and conditions that apply to that award, including any payment terms, as well as these Terms.
- 5.8 Course Fees must be fully paid by the Course start date (which is available on our Website).
- 5.8.1 Course Fees are payable within thirty days of the invoice date, if the Order is placed more than thirty days before the Course start date.

- 5.8.2 If the Order is placed less than thirty days before the Course start date, you must ensure that we receive cleared funds by the Course start date.
- 5.9 You remain liable for full payment until we receive cleared funds. Without limiting our rights and remedies under these Terms, if we have not received cleared funds by the Course start date, we reserve the right to:
- 5.9.1 Suspend provision of the Course.
- 5.9.2 Suspend or cancel your place on a Course and refuse you entry, if applicable, without limiting your obligation to pay any Course Fees and/or Additional Charges under these Terms.
- 5.9.3 Demand payment from you in full of all outstanding sums due.
- 5.9.4 Charge interest on any outstanding sums due in accordance with clause 20.
- 5.9.5 Claim any extra costs from you, including but not limited to interest on sums due, legal costs and court fees, in the event that we are required to take legal action against you for unpaid sums.
- 5.10 We may vary the prices for our Courses from time to time. Orders accepted by us at the time of notification of price variations will be fulfilled at the original prices quoted.

6 ADDITIONAL CHARGES

- 6.1 Depending on your circumstances and/or on grades achieved, you may incur certain further costs ("**Additional Charges**"). Additional Charges, if incurred, are payable in addition to the Course Fees. They may include, but are not limited to:
- 6.1.1 Cancellation, withdrawal and/or deferral of a Course.
- 6.1.2 Exam re-sits and/or coursework re-submissions.
- 6.1.3 Exam no-shows, exemptions and appeals filings.
- 6.2 Our prevailing Additional Charges can be viewed and downloaded at <https://research-academy.co.uk/research-academy-additional-charges/>. Many of the Additional Charges are imposed by the MRS. We will update our Additional Charges once the MRS notifies us of any changes.
- 6.3 We may vary the Additional Charges from time to time.

7 COURSE CANCELLATION, DEFERRAL AND WITHDRAWAL

- 7.1 See clause 17 for details of when we might terminate the Terms, cancel, withdraw or suspend your place on a Course, or decide not to issue you with a certificate.
- 7.2 Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("**Consumer Contracts Regulations**"), you may cancel your purchase of the Course within a period of fourteen calendar days ("**Cancellation Period**") from the day after the date on which the contract is concluded and obtain a full refund, except that the requirements under clauses 7.5 and 7.6 will apply.

- 7.2.1 Your right to cancel and obtain any refund will be lost if you have given us express consent to supply any services during the Cancellation Period and the service has been fully performed. If express consent has been given but the service is only part performed, you will be liable to pay for the services actually received.
- 7.2.2 If the contract is for the supply of Digital Content or an Online Course (as defined below), your right to cancel and obtain any refund will be lost if you have given us express consent to make **Delivery**. Delivery means that we make a Course and any Digital Content available to you for viewing online and/or for downloading (as the case may be), or we make the Online Course available to you during the Cancellation Period, or you access the Digital Content or the Online Course before the expiry of the Cancellation Period.
- 7.2.3 For further details of your rights under the Consumer Contracts Regulations, you can visit your local Citizens' Advice Bureau or the Competition and Markets Authority website.
- 7.3 To cancel, withdraw from or defer a Course in accordance with these Terms, you must notify us as soon as possible by email at hello@research-academy.co.uk.
- 7.4 Cancelling, withdrawing from or deferring a Course may incur Additional Charges (see clause 6). We may waive these Additional Charges at our discretion, for example, if you have a serious medical reason or a close family bereavement, and can provide documentary evidence to demonstrate this.
- 7.5 You may cancel a Course prior to the Course start date. We will give you a full refund within fourteen days, less a reasonable cancellation charge to cover the cost to us of processing your application and cancellation. By placing an Order, you agree that we may deduct the cancellation charge from any refund you may be entitled to under these Terms. Following the refund of any fees paid, the Contract will come to an end and neither party will have any further obligation to the other.
- 7.6 Without affecting your rights under clause 7.2, you may not cancel a Course on or after the Course start date, i.e. once you gain access to the Digital Content and/or the virtual learning environment (“**VLE**”, as further described in clause **Error! Reference source not found.**).
- 7.7 You may withdraw from a Course on or after the Course start date. This will incur a withdrawal charge. By placing an Order, you agree that we may deduct the withdrawal charge from your refund in accordance with the following terms:
- 7.7.1 If your course is longer than ten (10) weeks and you withdraw within the first ten (10) weeks after the Course start date, we will give you a pro-rata refund of fifty (50) percent of the Course Fee, subject to the deductions described below. An example is included in Schedule 1 to illustrate how we will calculate that refund (“**Refundable Tuition Fee**”). The non-refundable fifty (50) percent of the tuition fee relates to the preparation of Digital Content and the VLE for the Course, and fees we may have paid to the MRS on your behalf. The pro-rata element is reduced in equal increments

for each week of Course participation. The Refundable Tuition Fee is therefore calculated by first dividing the Course Fee in half (to obtain the refundable 50%), and then establishing the pro-rata entitlement. The pro-rata entitlement means the number of teaching weeks remaining, of the ten (10) refund-eligible teaching weeks. If you withdraw more than ten (10) weeks after the Course start date, you are not entitled to a refund.

7.7.2 If your Course is shorter than ten (10) weeks, you are not entitled to a refund.

7.7.3 If you are not entitled to a refund, you may apply to defer the Course.

7.8 You may apply to defer a Course, or an assessment component of a Course. This will incur a deferral charge, which varies according to the timing of your deferral, as specified in this clause 7.8:

7.8.1 If you place an Order for a Course that is not accredited by the MRS, you will incur the standard deferral charge, regardless of when you request the deferral.

7.8.2 If you place an Order for an MRS-accredited Course, and you request a deferral before the Course start date, you will incur the standard deferral charge.

7.8.3 If you place an Order for an MRS-accredited Course, and you request deferral after the Course start date but before we register you with the MRS for assessment, you will incur the standard deferral charge.

7.8.4 If you place an Order for an MRS-accredited Course, and you request deferral after we register you with the MRS for assessment, you will incur the late deferral charge.

7.8.5 The prevailing standard deferral charge and late deferral charges are listed in the Additional Charges document (see clause 6).

8 TUITION AND LEARNING MATERIALS

8.1 Reference to a “**Course**” may include (but is not limited to) Courses that are delivered either as a classroom Course (“**Classroom Course**”; see clause 9), a synchronous online course or an asynchronous online course (each and together “**Online Course(s)**”, which are included in the definition of Course) and may also include any Digital Content to be provided by us for such Courses as appropriate (see clause 8.6). Please see the description of your selected Course on our Website and/or in our prospectuses for details of the contents.

8.2 A **synchronous Online Course** means an online course which is only available for access by you on a pre-determined start date and time. You will be expected to complete a Synchronous Online Course in accordance with a specific timetable for completion which we will communicate to you.

8.3 An **asynchronous Online Course** means an online course which does not have a pre-determined start date and is available for study by you either online or offline in downloadable format immediately following Delivery by us.

- 8.4 We will arrange for suitable tutors to deliver the Online Courses, any classroom-based Course, and any personal tutoring that might be available to Students. In doing so, we will use reasonable care and skill when identifying suitable individuals. The credentials of our tutoring team can be viewed on our website at <https://research-academy.co.uk/about-the-research-academy/the-team/>. We reserve the right to make changes and substitute any tutors when necessary.
- 8.5 If you have purchased an Online Course, you will be able to access the Course through the VLE and the Course will be made available to you for its duration, unless any such Online Course is removed, or we notify you otherwise.
- 8.6 We provide learning materials in digital form as part of the Course (the “**Digital Content**”). The Digital Content includes access to a VLE, which includes but is not limited to the following features (as amended from time to time): course calendar, webinars/online tutorials, recordings of webinars/tutorials once they have taken place, short video lectures, reading materials, how-to guides, self-guided learning exercises, links to further readings and videos on external websites, online quizzes, online mock exam tasks, chat forums, private messaging between Students, and online coursework submission and coursework feedback facilities.
- 8.7 Risk of damage to, or loss of, any Digital Content, or any physical media on which Digital Content is stored, shall pass from us to a Student on Delivery. The right to access Digital Content by way of non-exclusive licence for the term of this Contract will commence on the later of receipt of payment by us in full of all sums due to us in respect of the Digital Content, and Delivery of the Digital Content to you.
- 8.8 Except as set out in the description of the Course on our Website and/or in our prospectuses, we will not provide additional learning materials, tuition and/or personal tutoring (whether online or face to face).
- 8.9 You acknowledge that we operate a zero tolerance policy in relation to inappropriate behaviour of Course participants. In particular, abusive or violent behaviour directed at our staff or other Course participants and unfair or dishonest practices including but not limited to cheating, will not be tolerated under any circumstances. We may at our reasonable discretion and without liability or an obligation to refund Course Fees, refuse to supply any Course to any participant and may refuse to admit, and may remove from our VLE, any of our premises or any premises used for the purposes of delivering a Course, any individual whose participation in any Course would, in our reasonable opinion, be undesirable or whose behaviour we consider is or may be in breach of the Terms.
- 8.10 If we take any steps to refuse to supply to, admit, or remove you as set out in clause 8.9, we may at our sole and absolute discretion allow you the opportunity to appeal our decision. The relevant procedure for doing will be communicated to you on request.

9 CLASSROOM COURSES

9.1 In relation to Classroom Courses only, the following points apply:

9.1.1 You must comply with all health and safety rules and regulations and any other reasonable security requirements that apply at the premises at which classroom Courses are provided, in particular, taking all reasonable steps to ensure your own safety and that of others when attending an RA event or class, as laid down by the Health and Safety at Work Act (1974).

9.1.2 You must only use the premises at which Classroom Courses are provided for the purposes of participating in Classroom Courses.

9.1.3 Your personal possessions are your sole responsibility and we accept no responsibility and/or liability for anything that is lost or stolen from our venues. You are advised to avoid bringing any items of special value onto our premises and to keep your possessions with you at all times.

9.1.4 You are expected to sign a register at each Classroom Course you attend, as required.

10 VIRTUAL LEARNING ENVIRONMENT

10.1 Students are permitted to use the VLE and the material contained in it only as expressly authorised by us in these Terms.

10.2 Students may incur charges from their internet service provider while they are using the VLE and/or downloading and/or accessing learning materials from it. Charges may also be payable to third parties for use of the software necessary to access and/or download. You are responsible for paying these charges and we will not be responsible for any technical issues you may encounter with any third party software or services.

10.3 Our VLE works with most common browser versions and operating systems, and is compatible with mobile devices. It is each Student's responsibility to check that the computer they plan to use to access our VLE is compatible with the minimum specification set out on our website at <https://research-academy.co.uk/tech>. You acknowledge and accept that we cannot be held responsible for any technical problems that Students encounter following the purchase of a Course.

10.4 If a Student reports a fault to us, we will use reasonable endeavours to provide a solution, but we cannot guarantee that the technical support provided will resolve the technical problems. If Students receive technical advice from us, we will not accept responsibility for any problem if they do not ensure that such advice is strictly followed, or if their equipment is incompatible with our VLE.

10.5 We will use reasonable endeavours to make the VLE available but cannot guarantee uninterrupted, timely or error free availability or that defects will be corrected. We reserve the right to suspend access to the Website including the VLE for the purpose of scheduled or

emergency maintenance, repairs or upgrades to improve the performance or functionality of the Website.

10.6 You accept and acknowledge that periods of downtime may be required in respect of the information technology infrastructure connected to the VLE, and that technical support may not be available during such periods of downtime. We reserve the right to suspend access to the VLE for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functionality of the VLE. We will give reasonable notice of planned downtime periods to registered VLE users for whom we hold a working email address. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability.

10.7 You also accept and acknowledge that we cannot be held responsible for any delay or disruptions to your access to the VLE as a result of such suspension or any of the following:

10.7.1 The operation of the internet and the World Wide Web, including but not limited to viruses;

10.7.2 Any firewall restrictions that have been placed on your network or the computer you are using to access the VLE;

10.7.3 Failures of telecommunications links and equipment; or

10.7.4 Updated browser issues.

10.8 When we enrol a Student on a Course, we will give them a username and password for our VLE. Each Student is responsible for all actions taken under that username and password, and they will:

10.8.1 Only access the VLE using their own username and password.

10.8.2 Make every effort to keep their password safe.

10.8.3 Not disclose their password to anyone.

10.8.4 Neither transfer or sell their username or password to anyone, nor permit, either directly or indirectly, anyone other than the registered Student to use them.

10.9 We may provide links to other websites or resources for Students to access at their sole discretion and risk. You acknowledge and agree that, because Students choose to enter a linked website, we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable in any way, whether directly or indirectly, for:

10.9.1 The privacy practices of such websites;

10.9.2 The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources;

10.9.3 The use which others make of these websites;

10.9.4 Any damage, loss or offence caused or alleged to be caused, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

10.10 We reserve the right to revise and amend the VLE at any time. **Continued use of the VLE (or any part thereof) following a change shall be deemed to be acceptance of such change.** We will notify registered VLE users of substantial changes or changes to key clauses, using the contact details provided to us e.g. a working email address.

10.11 Each Student's access to the VLE will expire upon their graduation, subject to the exceptions listed in clause 17.

11 COMMUNICATIONS

11.1 You agree that email and other electronic communications can be used as a long-distance means of communication. We will contact Employers and Students by email or telephone, and we will provide Students with information by posting notices on our VLE. Such notices also generate an automatic email to the Student's registered email address.

12 INTELLECTUAL PROPERTY

12.1 Nothing in these Terms will affect our rights (including intellectual property rights) in the Courses or the Digital Content, which are and shall remain vested in us.

12.2 We hereby grant to each Student a non-exclusive, non-transferable, royalty-free, worldwide licence, revocable only for breach by you of these Terms or expiry of the Contract (whichever is the sooner), to use the Digital Content solely to the extent necessary to participate in the Course. Students and Employers may not use it for any other purpose.

12.3 Use of the Digital Content not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or other intellectual property rights and/or the copyright or other intellectual property rights of third parties (as referred to in clause 12.5).

12.4 Save as expressly set out in these Terms or otherwise agreed by us in writing, Students and Employers may not modify, copy, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit, make available, store in a retrieval system, communicate, disseminate or distribute to any third party in any form or by any means, any of the Digital Content or the Course(s) (in each case, and as may be updated from time to time).

12.5 Certain materials may be subject to copyright, trade mark or other intellectual property rights owned by third parties. We acknowledge those rights, and you accept that any purchase by you of such content is sold subject to those licences.

12.6 No licence is granted to you in these Terms to use any of our trade marks or those of our affiliated companies (where applicable).

12.7 You agree to grant us in respect of any work produced by you during a Course, a worldwide, non-exclusive, perpetual, royalty-free licence to copy and use such work e.g. for promotional purposes.

13 LIABILITY

13.1 We will not be liable for business losses. We only provide goods and services in connection with the Courses and any Digital Content for your personal use. If you use the Courses or Digital Content for any commercial or business purposes, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. We will not be liable to you for loss of goodwill or reputation or for wasted management or office time.

13.2 We will be responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but 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 the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the application process.

13.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes for any implied terms in respect of goods and digital content under the Consumer Rights Act 2015 (as amended), for liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

13.4 If defective Digital Content which we have supplied damages a 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. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to follow installation instructions correctly or to have in place the minimum system requirements advised by us.

13.5 We are not responsible to you for any data that you lose either (a) as a result of accessing an Online Course, (b) during completion of any Online Course or (c) as a result of accessing the VLE. It is your responsibility to ensure that you regularly save and back up all data (if any) that you hold on the computer from which you are accessing the VLE and/or that you are inputting when completing an Online Course.

13.6 We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

13.7 Each provision in this agreement shall be construed separately as between you and RA. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if

some part of it was deleted, the provision shall apply but with any modification necessary to make it valid and effective.

- 13.8 All of our sales literature and Website marketing material is for information only. While we take every care to ensure its accuracy, we do not accept liability for errors or omissions.
- 13.9 We will take all reasonable care to:
- 13.9.1 Ensure that the Courses delivered match what is in the Order.
 - 13.9.2 Obtain and maintain all licences, permits and other consents required for delivery of the Courses.
 - 13.9.3 Comply with all applicable laws and regulations.
- 13.10 We will take all reasonable steps to provide the Course(s) offered. We shall not be liable for any industrial action, Force Majeure (see clause 14) or other circumstances beyond our reasonable control.
- 13.11 We will use all reasonable endeavours to carry out our obligations within the period stated in the Order or if none, within a reasonable period of time.
- 13.12 Without affecting our rights under the Terms and specifically clause 7, if we need to cancel a Course, we will try to offer you alternatives. If you find the alternatives unacceptable, you may apply for a refund.
- 13.13 We take every care to ensure that the Digital Content, advice and education provided by our staff and tutors are accurate. As research methods are a social science, the opinions of tutors and/or textbook authors may differ. We do not accept liability for any loss, damage or other expense incurred from such advice.
- 13.14 We do not accept liability for inaccuracies or errors made by approved book publishers.
- 13.15 We may make changes to the Courses at our sole discretion, for example in order to comply with changes to the theory in an area of research, or practices around the subject or its delivery, applicable law, safety requirements, or where your educational experience would be or would be likely to be impaired if changes were not made to the Course. We may make changes which do not materially affect the nature or quality of the Courses. We will use reasonable endeavours to notify you in advance of any such changes.
- 13.16 This clause 13 shall not affect your statutory rights as a consumer.

14 FORCE MAJEURE

- 14.1 We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident that is outside of our reasonable control (“**Force Majeure**”), which may include:
- 14.1.1 Strikes, lock-outs or other industrial action.
 - 14.1.2 Shortages of labour, fuel, power, raw materials.
 - 14.1.3 Late or defective performance, or non-performance, by suppliers.

- 14.1.4 Private or public telecommunication, computer network failures or breakdown of equipment.
 - 14.1.5 Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - 14.1.6 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions.
 - 14.1.7 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - 14.1.8 Acts, decrees, legislation, regulations or restrictions of any government.
- 14.2 Our performance will be deemed to be suspended for the period that the event of Force Majeure continues. We will use all reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which our obligations may be performed despite the Force Majeure event. We shall promptly notify you of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.
- 14.3 Where the period of non-performance or delay in relation to any event of Force Majeure continues beyond sixty days from the date of notice to you of the event of Force Majeure, either party may, by written notice to the other, terminate the Contract with immediate effect.

15 EQUAL OPPORTUNITIES

- 15.1 We are committed to fairness and equality of access, opportunity and outcome for all candidates. Students and staff are expected to treat each other with dignity and respect, regardless of individual differences in age, gender, gender identity, race, background, disability, sexual orientation, religion or belief. Our equal opportunity policy is available upon request.

16 THIRD PARTY RIGHTS

- 16.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

17 TERMINATION

- 17.1 Without limiting our rights under these Terms or affecting your rights under clause 7.2, we reserve the right to terminate the Contract and to cancel, withdraw, suspend or terminate a Student's place on or access to a Course at any time, or to decide not to issue you with any certificate, immediately and without notice if a Student or their Employer (as the context requires):

17.1.1 fails to make any payment to us when due in accordance with these Terms;

17.1.2 has any outstanding debt owed to us;

- 17.1.3 breaches these Terms (repeatedly or otherwise);
- 17.1.4 impersonates any other person or entity;
- 17.1.5 has not in fact met the eligibility requirements for a Course;
- 17.1.6 submits inaccurate information to us e.g. as part of a Student's Application;
- 17.1.7 fails to take up a place at the start of a Course;
- 17.1.8 fails to attend in accordance with Course requirements;
- 17.1.9 is found guilty of a serious criminal offence;
- 17.1.10 is found guilty of conduct that is likely to bring RA into disrepute;
- 17.1.11 fails to provide us, within a reasonable time, with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity, when requested by us to do so (see clause 4.3 for example); or
- 17.1.12 engages in inappropriate behaviour while participating in a Course. We do not tolerate abusive speech or behaviour, unfair or dishonest practices (including but not limited to cheating and plagiarism), or any other fraudulent or illegal activity.

18 NOTICES

- 18.1 All notices given by you to us must be given to us at 34b York Way, London, N1 9AB, United Kingdom or by e-mailing hello@research-academy.co.uk. We may also give notice as described in clause 13.12.
- 18.2 Notice will be deemed received and properly served within one working day after an email is sent, or two working days if sent by letter. In proving service of any notice, it will be sufficient to prove, in the case of a letter, that the letter was properly addressed, stamped and placed in the post and, in the case of an email, sent to the specified email address, supported by a delivery report showing successful delivery.

19 COMPLAINTS AND DISPUTES

- 19.1 If you have a comment, concern or complaint about a Course, please contact us via email at hello@research-academy.co.uk.
- 19.2 If you have placed an Order for an MRS-accredited Course, and you are not satisfied with our handling of a complaint, you can ask the MRS to consider the complaint. You can contact the MRS at The Old Trading House, 15 Northburgh Street, London EC1V 0JR, +44 020 7490 4911 or www.mrs.org.uk.

20 GENERAL

- 20.1 The Terms and Courses will be concluded and provided in English only.
- 20.2 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.

- 20.3 If we fail, at any time during the term of the Contract, to insist upon strict performance of any of your obligations under it or any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under these Terms, this shall not constitute a waiver of such rights or remedies, and shall not relieve you from compliance with your obligations under these Terms. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms or of any other term of the Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 18.
- 20.4 The contract between us under these Terms shall be binding on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of your rights under these Terms, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise deal with any of our rights or obligations arising under the Terms, at any time during its term.
- 20.5 If you do not make any payment to us by the due date, we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 20.6 If you think an invoice is wrong then please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.
- 20.7 We reserve the right to recover any reasonable debt collection costs in connection with these Terms.
- 20.8 We may update or amend these Terms from time to time to comply with the law or to meet our changing business requirements without notice to you. Any updates or amendments will be posted on the Website.

21 GOVERNING LAW AND JURISDICTION

- 21.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales including in respect of any non-contractual obligations. All claims, disputes or other matters in question between the parties related to or arising out of this agreement, including in relation to any non-contractual obligations, shall be subject to the exclusive jurisdiction of the English Courts.

SCHEDULE 1

Example course withdrawal calculation

This calculation uses a theoretical MRS Advanced Certificate online course where the Course Fee is £1,000 excl. VAT. As stated in clause 7, 50% of the Course Fee is eligible for refund. Refunds are calculated on a pro-rata basis, and apply only to the first ten weeks of any Course. The non-refundable 50% of the tuition fee relates to the preparation of the Digital Content (proprietary learning materials and the online learning environment) for the Course, and any fees we may have paid to the MRS on your behalf. To calculate the Refundable Tuition Fee, multiply the refundable half by the proportion of teaching weeks not attended yet.

Example

A Student withdraws from the MRS Advanced Certificate during Teaching Week 3. The Refundable Tuition Fee is £350.00.

Course Fee: £1,000.00

Refundable 50% of Course Fee: = £500.00 (i.e. £1000.00 x .5)

Number of teaching weeks elapsed: 3

Number of remaining eligible teaching weeks: 7 (i.e. 10 eligible weeks – 3 elapsed weeks)

Refundable Tuition Fee: £350.00 (i.e. £500.00 x .7)