Terms and conditions

Please read the following Terms and Conditions and then sign as acceptance if you wish to proceed.

1. Definitions

"the Customer" means the user of the Product; and "you"

"SCS "we" and means The Society of Cosmetic Scientists,

"us"

Suite 109, Christchurch House, 40 Upper

George Street, Luton, Bedfordshire LU1 2RS

"the Product" means the SCS Distance Learning Course in

Cosmetic Science

"the Fee" means the course fees paid by the Customer to

access and use the Product

"Permitted Use"

means the use of the Product as set out in

section 2.

"Website" means www.scsdlc.com

2. Permissions and restrictions of use

This Website may be used for your own private purposes and in accordance with these terms of use. Subject to the payment of the Fee and subject to the restrictions laid out in these Terms and Conditions the Customer shall be granted a licence to:

- use the Product for their own personal purpose
- print and download material from this Website provided that you do not modify or reproduce any content without our prior written consent.
- have unlimited access to the Product within the allowed access period.

You are NOT permitted to:

- permit other individuals to use the course
- rebrand and/or sell any course or content within as your own without written consent from the Society of Cosmetic Scientists
- the Customer will not sell any part of the Product to third parties
- you may not in any way copy or otherwise distribute the online course content without the written consent of the Society of Cosmetic Scientists
- the course cannot be transferred to another person
- the Customer will not distribute forms, documents and other materials to third parties for sale or resale whether as part of a package or as a separate product

- the Customer will not rent, lease, sub-licence or loan any forms, documents or other parts of the Service to third parties.
- The Society of Cosmetic Scientists warrants that it has the right to license the Product to you and it will use reasonable skill and care in the provision of the Product.

3. Intellectual Property

The Society of Cosmetic Scientists remain the owner of the intellectual property in the online courses. No online course in whole or in part may be reproduced, stored in a retrieval system or transmitted in any way without prior written consent from the Society of Cosmetic Scientists

4. Access

When you have paid the fee the course begins during the second week of September. You will have access whilst you are on the course.

5. Termination and Cancellation

You have the right to cancel your order from the time of purchase for a period of 7 days provided you have not accessed the course. If you have worked through any of the course content you will not be able to cancel your order.

6. Privacy

While we strive to keep any information you enter into the system secure please be aware that the internet is not a fully secure medium.

7. Use of communication facilities

Within our courses you will see answers to activities and comments from other users. The SCS are not responsible for these contributions and cannot be held liable for such contributions. Furthermore any answers that you submit may be shared anonymously with other users and you must therefore comply with the terms of clause 8 below. Failure to do so will result in suspension of access without refund.

8. Visitor provided material

Any material that a visitor or Customer of this Website sends or posts to this Website or its Products shall be considered non-proprietary and non confidential. We shall be entitled to copy, disclose, distribute or use for such other purpose as we deem appropriate all material provided to us, with the exception of personal information.

When using this website or its Products you shall not post or send to or from this Website any material:

- for which you have not obtained all necessary consents
- that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would

- be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom
- that is harmful in nature including, and without limitation to, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of this clause.

9. Goods and availability

All reasonable measures are taken by us to ensure that this Website is operational all day, every day, but we cannot guarantee that it will operate continuously or without interruption. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

Where possible we always try to give advance warning of maintenance issues that may result in Website down time but we shall not be obliged to provide such notice.

Our courses require no software other than a browser connected to the Internet. They are compatible with all commonly used browsers. The SCS are not responsible for technical problems encountered due to your PC not supporting the courses.

10. Links to and from other websites

The SCS provide links to third party websites for your convenience. These are accessed at your own risk and the SCS makes no representations whatsoever about any other websites you may access through the Products and is not responsible in any way for the content or use of any third party website or for goods or services provided by the operators of these websites. The provision of a link to such a website does not mean that we endorse that website. If you visit any website via a link on this Website you do so at your own sole risk.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- (a) you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing
- (b) you do not misrepresent your relationship with this website; and
- (c) the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a

	third party.
	By linking to this Website in breach of this clause you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.
11. Disclaimer	Whilst we do take all reasonable steps to make sure that the information on this website is up to date and accurate at all times we do not guarantee that all material is accurate and, or up to date or complete.
	All material contained on this Website and within the Product is provided without any warranty of any kind, and the SCS accept no liability for any loss or damage in relation to it. You use the material on this Website at your own risk.
12. Exclusion of liability	Subject to the other provisions of these Terms and Conditions the SCS shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by your use of the online course or any delay in the provision of access to or non-availability of access to the Services.
	It remains the responsibility of the Customer to ensure that any form or document acquired as part of the Product is appropriate and complete in all respects for its intended purpose. The SCS accepts liability for direct loss arising from the SCS not having used reasonable skill and care in the provision of the Product up to the price you have paid to the SCS in any year up to the amount of the claim. The SCS accepts liability for death or personal injury caused by negligence and responsibility for fraudulent misrepresentation that cannot by English law be excluded.
	No liability shall attach to the SCS or its employees for loss or damage of any nature suffered as a result of the use of the Product or for any errors or omissions in the contents of the Product.
13. Law and jurisdiction	This Agreement is governed by the laws of England and Wales. Any dispute relating to this Agreement shall fall within that jurisdiction, and the parties submit to the exclusive jurisdiction of the English Courts
14. General	Any formal legal notices should be sent to us at the address at the end of these Terms and Conditions by email confirmed by post.

Failure by us to enforce a right does not result in waiver of such right.

You may not assign or transfer your rights under this agreement.

Nothing in these Terms and Conditions is intended to, nor shall it, confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

We may amend these Terms and Conditions at any time by posting a variation on the web site.

Our details

Society of Cosmetic Scientists Suite109 Christchurch House 40 Upper George Street LUTON Beds LU1 2RS

Tel: 01582 726661

Email secretariat@scs.org.uk

I accept the above Terms & Conditions

Signature.....