

TERMS AND CONDITIONS FOR METEOROLOGY ONLINE COURSES

Agreed Terms

1. Definitions and Interpretation

- 1.1. The provisions of Schedule 1 (Definitions) shall apply and have effect in relation to the words and expressions used in this Agreement.

2. Commencement and Duration

- 2.1. This Agreement shall commence upon receipt by the Subscriber of written confirmation from the University (which may be by email) that it has successfully subscribed to the Course. This Agreement shall continue, unless terminated earlier in accordance with the terms of this Agreement, until completion of the Course at which point it shall terminate automatically.

3. The Course

- 3.1. **Timetable and Content.** The University shall use all reasonable endeavours to deliver the Course however the University reserves the right to:

- 3.1.1. make reasonable amendments to the content of a Course; and/ or
3.1.2. alter the timetable and delivery format of a Course

and any dates, to the extent applicable, shall be estimates only and time shall not be of the essence for delivery of the Course. Subscribers will though be informed of the times and links for live online Course sessions in advance, most likely at the beginning of each University term. The Course will not however be timetabled to meet individual Subscriber requirements.

- 3.2. In the event that the University is required to reschedule a Course, it shall notify the Subscriber of such changes as soon as reasonably practicable and shall use reasonable endeavours to minimise any resultant interruption.

- 3.3. **Support.** Subscribers may ask for support at any time on the online discussion forum. Subscribers may also ask for support during live online Course sessions. Support at live sessions will be limited by the duration of the session, the number of teaching staff in attendance and the number of others asking for help. If a Subscriber is unable to attend live online Course sessions and they cannot get the support that they need from the discussion forum, then, upon request by the Subscriber, the University shall use its reasonable endeavours to make the relevant lecturer available or their assistant available for a short (circa 5 minute) catch-up telephone or video call. The Subscriber shall only be entitled to one such call per online Course session.

- 3.4. **Course Amendments.** The University shall have the right to make any changes to the Course which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Course, and University shall notify the Subscriber in any such event.

- 3.5. The University warrants to the Subscriber that the Course will be of satisfactory quality, fit for purpose and that it shall be delivered using reasonable care and skill.

- 3.6. In delivering the Course, the University shall make available to the Subscriber such facilities as it considers appropriate.

4. Subscriber's Obligations

- 4.1.** The Subscriber shall:
 - 4.1.1. Comply with its obligations under this Agreement;
 - 4.1.2. Co-operate with the University in all matters relating to the Course;
 - 4.1.3. Behave and conduct itself in a professional manner (failure to do so during an online Course session may result in the Subscriber being excluded from Course sessions); and
 - 4.1.4. Provide the University with such information as the University may reasonably require in order to deliver the Course and ensure that such information is accurate in all material respects.

5. Fees and Payment

- 5.1.** The Subscriber shall pay to the University the Course Fee in accordance with this Clause 5.
- 5.2.** The Course Fee shall be as detailed on the University's online store from time to time and is inclusive of VAT which shall be charged at the applicable rate.
- 5.3.** The Course Fee shall be payable in full at the time of purchase from the University's online store.
- 5.4.** The Subscriber shall pay all amounts due under the Agreement in full without any set-off, counterclaim, deduction or withholding.

6. Not Used.

7. Termination by the Subscriber

- 7.1.** The Subscriber may terminate this Agreement by providing the University with no less than 14 days' written notice prior to the Commencement Date. Such termination shall not attract any cost to the Subscriber and any Course Fee already paid to the University by the Subscriber in connection with the Course will be refunded.
- 7.2.** Should the Subscriber terminate this Agreement later than 14 days of the Commencement Date the University shall refund the Subscriber the following percentage of the Course Fee:

Notice period prior to the Commencement Date	% Course Fee refunded
14 days or more	100%
13 - 7 days	50%
6 days or less	0%

7.3. For the avoidance of doubt the University will pay no refund to the Subscriber should the Subscriber terminate this Agreement on or after the Commencement Date.

8. Termination by University

8.1. The University may terminate this Agreement by providing the Subscriber with no less than fourteen (14) days written notice prior to the Commencement Date.

8.2. Without limiting its other rights or remedies, the University may terminate this Agreement with immediate effect by giving written notice to the Subscriber if:

8.2.1. the Subscriber commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within twenty (20) days of being notified in writing to do so;

8.2.2. the Subscriber does any act or thing or permits any act or thing to be done which brings the standing or reputation of the University into disrepute or is detrimental to the interests of the University; or

8.2.3. the number of Subscribers on the Course is such that it is unsustainable in the University's reasonable opinion.

8.3. If the University terminates this Agreement pursuant to Clause 8.1 or 8.2.3 above, the University shall refund Course Fees already paid by the Subscriber. No refund shall be paid if the University terminates this Agreement for any other reason under this Clause 8.

9. Consequences of Termination

9.1. On termination of this Agreement for any reason:

9.1.1. Any accrued rights, remedies, obligations and liabilities of the Parties as at expiry or termination shall be unaffected; and

9.1.2. Clauses which expressly or by implication survive termination shall continue in full force and effect.

10. Intellectual Property Rights

10.1. All Intellectual Property Rights in or arising out of or in connection with the Course shall be owned by the University.

10.2. All Course Materials are the exclusive property of the University. The Subscriber shall:

10.2.1. Not copy nor permit the copying of Course Materials;

10.2.2. Not disclose or permit the disclosure of Course Materials to third parties; or

10.2.3. Not use the Course Materials or elements thereof for running Course(s) or training course; and

10.2.4. Comply with the Copyrights, Designs and Patents Act 1988 and give appropriate credit to the University when citing any Course Materials.

11. Data Security

11.1. The University will collect, hold and process Personal Data relating to the

Subscriber in order to meet its obligations under this Agreement and for the purposes stated in the University's Fair Processing Notice, which the University has adopted for the purposes of this Agreement and can be found at: www.reading.ac.uk/internal/student/OnlineStudentHandbook/osh-dataprotection.aspx.

11.2. The Subscriber agrees to the University processing his/ her Personal Data for the purposes described above, and in accordance with the Data Protection Legislation and the University's Fair Processing Notice.

11.3. The University's Data Protection Policy (www.reading.ac.uk/web/FILES/imps/Data-Protection-Policy-CURRENT.pdf) and Data Protection Guidelines which University has adopted for the purposes of this Agreement set out guidance for staff, students and others who process Personal Data on behalf of the University to ensure they understand their rights and responsibilities when processing any Personal Data.

12. Limitation on Liability

12.1. This Clause 12 sets out the entire financial liability of the University (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Subscriber in respect of:

12.1.1. any breach of the Agreement;

12.1.2. any use made by the Subscriber of the Course; and

12.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

12.2. The University makes no express or implied warranties or representations in relation to the Course and all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.

12.3. Nothing in this Contract limits or excludes the liability of the University:

12.3.1. for death or personal injury resulting from negligence; or

12.3.2. for any damage or liability incurred by the Subscriber as a result of fraud or fraudulent misrepresentation by the University.

12.4. Subject to Clause 12.3 above, the University shall not be liable, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profit, loss of business, depletion of goodwill or similar losses, loss of goods, loss of contract, loss of anticipated savings, damage to software or hardware, loss or corruption of data or information, special, indirect, consequential or pure economic loss, loss of profits or costs, damages, charges or expenses.

12.5. Subject to Clause 12.3 above, the University's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the Agreement or its performance, or contemplated performance, shall be limited to the Course Fee paid or payable under this Agreement.

12.6. The Parties expressly agree that if any limitation or provision contained or expressly referred to in this Clause 12 (Limitation on Liability) is held to be invalid under any legislation it will be deemed omitted to that extent, and if any Party becomes liable for loss or damage to which that limitation or provision applied, that liability will be subject to the remaining limitations and provisions set out in this Clause 12 (Limitation on Liability).

12.7. Nothing in this Clause 12 (Limitation on Liability) shall act to reduce or affect either Party's general duty to mitigate its loss.

13. Force Majeure

13.1. The University shall not be in breach of this Agreement, nor liable for any failure or delay in performance of any obligations under this Agreement arising from a Force Majeure Event, provided it has complied with this Clause 13.

13.2. If the University is subject to a Force Majeure Event, it shall not be in breach of this Agreement provided that:

13.2.1. it promptly notifies the Subscriber in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;

13.2.2. it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and

13.2.3. it has used all reasonable endeavors to mitigate the effect of the Force Majeure Event to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as reasonably possible.

13.3. If the Force Majeure Event prevails for a continuous period in excess of sixty days, the University may terminate this Agreement on 30 days written notice. Termination under this Clause 13 shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring before such termination.

14. No Partnership or Agency

14.1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

15. Entire Agreement

15.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2. Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

15.3. Any samples, drawings, descriptive matter or advertising issued by the University, and any descriptions or illustrations contained in the University's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Course. They shall not form part of this Agreement or have any contractual force.

16. Variation

16.1. No variation of this Agreement shall be effective unless it is in writing and signed by each Party.

17. Assignment and Other Dealings

17.1. The University may at any time assign, mortgage, charge, subcontract,

Subscriber, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement to any third party or agent.

17.2. The Subscriber shall not assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

18. Waiver

18.1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

19. Severance

19.1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Agreement.

19.2. If any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Notices

20.1. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other Party as set out in Clause 20.2 below.

20.2. Notices shall be sent to:

Party: University

Contact: Director of Legal Services

Address: Legal Services Department, University of Reading, Whiteknights House, PO Box 217, RG6 6AH

Party: Subscriber

Address: The address provided by the Subscriber on registering for the Course.

20.3. Any notice or communication shall be deemed to have been received:

20.3.1. If delivered by hand, at the time the notice is left at the proper address.

20.3.2. If sent by pre-paid first-class post or other next Business Day delivery service, at 10.00 am on the second Business Day after posting or at the time recorded by the delivery service.

20.4. This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this Clause 20, "writing" shall only include email where it is sent to the attention of the Director of Legal

Services at the following address: legalservices@reading.ac.uk.

21. Third Party Rights

21.1. No one other than a Party to this Agreement shall have any right to enforce any of its terms.

22. Governing Law

22.1. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23. Jurisdiction

23.1. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Definitions and Interpretations

1. In this Agreement, the following words and expressions shall have the meanings set out below:

Agreement means the contract between the University and the Subscriber for the delivery of the Course made up of these terms and conditions and, to the extent applicable, the University's online store terms and conditions. In the event of any conflict, these terms and conditions shall prevail over the University's online store terms and conditions to the extent of the inconsistency.

Commencement Date means the proposed date on which the Course is due to commence.

Course means the online course to be delivered by the University as identified on the University's online store.

Course Fee means the fee due from the Subscriber to the University for the Course as set out on the University's online store.

Course Materials means any documents, materials or slides in any form (including all materials accessible via the University's virtual learning environment) provided by the University to the Subscriber for the purposes of delivering the Course.

Data Protection Legislation means (i) all laws that relate to data protection, privacy, the use of information relating to individuals, and/or the information rights of individuals and all laws implementing them, in each case as may be replaced, extended or amended from time to time, including, without limitation, the Regulation, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) any other national privacy laws in force in any relevant jurisdiction which implements the Regulation, and all applicable formal guidance, rules, requirements, directions, guidelines, recommendations, advice, codes of practice, policies, measures or publications of the Information Commissioner's Office, other relevant regulator, and or relevant industry body, in each case in any relevant jurisdiction(s).

Force Majeure Event means acts of God, fire, tempest, acts of war, terrorism and related matter which are both beyond the control of either Party and are such that

either Party with the application of all due diligence and foresight could not prevent or mitigate which causes the cessation of or substantial interference with the delivery of the Course under this Agreement.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, performer's rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Party shall mean the parties to this Agreement and "Party" shall mean either one of them unless the context requires otherwise.

Personal Data has the meaning given to it in the Data Protection Legislation.

Regulation means the General Data Protection Regulation (EU) 2016/679.

Subscriber means the individual who has purchased a Subscription to participate in the Course.

University means the University of Reading (RC 000665) of Whiteknights, PO Box 217, Reading RG41 5PH.

2. In the Agreement, except where the context otherwise requires:
 - a) the masculine includes the feminine and vice versa;
 - b) words denoting an obligation on a Party to do any act, matter or thing include an obligation to procure that it is done and words placing a Party under a restriction include an obligation not to cause permit or allow infringement of this restriction;
 - c) the headings and titles in this Agreement are for ease of reference only and shall not be taken into account in its construction or interpretation;
 - d) the singular includes the plural and vice versa;
 - e) a reference to any Clause, sub-Clause, paragraph, Schedule, recital or Annex is, except where expressly stated to the contrary, a reference to such Clause, sub-Clause, paragraph, Schedule, recital or Annex of and to this Agreement;
 - f) save where stated to the contrary, any reference to this Agreement or to any other document shall include any permitted variation, amendment or supplement to this Agreement and / or such document;
 - g) any reference to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted.