



# SCI TERMS AND CONDITIONS

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This document provides an overview of the terms and conditions (“**Terms**”) of becoming and being an SCI member, participating in our events, using any of our digital channels (“**Digital Channels**”) (further details of which are set out on the Website, as defined below) or taking our products or services (“**the Services**” and “**the Purposes**” respectively).

## 1. Membership

- 1.1 You must be eighteen (18) years or over to register as a member or use the Website (as defined below).
- 1.2 Your membership term will run for twelve (12) months from the point of acceptance of completed membership registration by SCI.
- 1.3 Payment is required at the point of registration. In certain circumstances, where invoices are issued, payment is required within three (3) months. If payment is not received within that time frame, SCI reserves the right to cancel your membership without any liability or further obligation to you.
- 1.4 Under the United Kingdom Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (“**Regulations**”), you can postpone commencement of any Services until the fourteen-day cancellation period referred to in the Regulations has expired. However, if you choose to become a member and enter the Website (as defined below), you are electing to commence the Services immediately and thereby waive any right under the Regulations to cancel the Services in question.
- 1.5 The SCI Board of Trustees (**BoT**) reserves the right to deny a membership application if there is a conflict of interest – the prospective member will be notified accordingly.
- 1.6 You agree to abide by the Members code of Ethics for the duration of your membership, details of which are available at: [http://bit.ly/SCI\\_Code\\_of\\_Ethics](http://bit.ly/SCI_Code_of_Ethics)
- 1.7 Appropriate membership benefits (according to the specified membership category) are valid during the paid membership term only.
- 1.8 SCI will contact all members a minimum of one (1) month before the date of their renewal to request payment of the renewal fee. Members who do not renew their membership within three (3) months of the renewal date will be automatically removed from SCI membership. All benefits (including access to the member’s area on SCI’s website whose URL is [www.soci.org](http://www.soci.org) (“**Website**”) will terminate at this point.
- 1.9 It is the responsibility of the member to inform SCI should their circumstances change and should the member become eligible for an alternative membership category. SCI reserves the right to recover additional membership fees owing from any member who has successfully applied for membership in an incorrect membership category. It is the responsibility of the member to inform SCI as to any change in email or postal address which is linked to his or her SCI membership.
- 1.10 SCI will send you electronic and postal communications to administer your membership. If you have any questions regarding this, please contact [membership@soci.org](mailto:membership@soci.org)

- 1.11** Certain categories of members are eligible to vote in SCI elections by electronic voting. All AGM related documents will be sent by email and be available for download from the Website. If you are unable to receive email correspondence, please contact the Membership Registrar on +44 (0)20 7598 1503.
- 1.12** You may cancel your SCI membership at any time by giving us one (1) month's notice. If you cancel your subscription, we will arrange a refund as soon as possible and in any event, within thirty (30) days of your cancellation, less the payment for the months you have received Chemistry & Industry and other privileges prior to our receiving your cancellation.
- 1.13** SCI reserves the right to cancel any membership subscription without notice for any reason and at any time. If we cancel your membership, we will notify you by email and will arrange for a refund of any sum deducted by us as soon as possible, but in any event within thirty (30) days of your membership being cancelled. We will not be obliged to offer any additional compensation.
- 1.14** If, for any reason, our BoT refuses to accept your application for membership, we will notify you by e-mail and will arrange a refund as soon as possible but in any event within thirty (30) days of your application being refused. We will not be obliged to offer any additional compensation.

## Data Protection

- 1.15** Your personal data will be stored in accordance with our Privacy Policy. Please view this document for further information. You have the right to see what information SCI holds on you. If you would like to see the information, please visit your profile page on the Website or contact [membership@soci.org](mailto:membership@soci.org)
- 1.16** All SCI members are listed in the SCI Members' Directory to increase your options for networking. You have the choice of what information is displayed. SCI is not responsible for ensuring that information provided in the Members' Directory listings is accurate or true. By displaying a listing, SCI is in no way endorsing an individual or company. The service provided by SCI is limited to displaying the information provided by the individuals and any complaint or queries relating to their profile should, at first instance, be directed to the individual concerned.
- 1.17** Any business arrangements offered or accepted using the Services are in no way connected to SCI unless explicitly stated and SCI accepts no liability for any such arrangements. Any member advertising a service on the Website shall indemnify SCI, and keep it indemnified, against all claims, charges, demands, damages, liabilities, losses and expenses of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the cost of defending or prosecuting any claim and any loss of profit, goodwill and any other direct or consequential loss) incurred or suffered by SCI directly or indirectly because of any act or omission which you commit.
- 1.18** SCI reserves the right to remove any listings for any reason or to edit those containing what it perceives as abusive, discriminatory or inappropriate.

## 2. Conferences, Events and Sponsorships

### Event delegates

- 2.1** The prices payable for conference places are set out on the Website and other material. You are encouraged to pay by means of credit or debit card. You may also pay by cheque, bankers draft, international money order or Eurocheque. All payments must be drawn in pounds sterling (GBP). Cheques must be drawn on a bank based in the United Kingdom and we reserve the right to refuse a cheque which is not. If we do not refuse such a cheque and incur any charges in relation to it because it is not so drawn, we shall be entitled to recover those charges from you.

- 2.2** On placing your request for a place at an SCI conference, SCI will send you notice that your request has been received and payment will not be taken unless sufficient places are available. We will not accept your order until we have allocated you a place and processed your payment. We must receive payment of the whole of the price for any conference place you wish to book before your order or booking can be accepted.
- 2.3** The successful processing of your payment and our acceptance of your order shall constitute a legally binding contract between us.

#### **Your right to cancel your conference booking**

- 2.4** You may cancel your contract with us for a conference place at any time. To cancel your contract, you must notify us in writing.
- 2.5** If you cancel a conference booking more than three weeks prior to the commencement of the conference, we will arrange a refund as soon as possible and in any event within thirty (30) days of your cancellation. If you cancel a conference booking between one and three weeks prior to the conference, we will arrange a refund as soon as possible and in any event within thirty (30) days of your cancellation, less a 20% administration charge. We regret that no refund will be made for a request to cancel a booking received less than one week prior to the commencement of the conference.
- 2.6** If you are unable to attend the conference you may, at any time prior to the commencement of the conference and at our discretion, nominate in writing someone else to attend instead. We reserve the right to make an administration charge where you nominate someone to take your place and if the person nominated is not a member, equivalent to the amount of the difference (if any) between the charges payable by a member and a non-member attending at that conference.

#### **Cancellation by us**

- 2.7** It may be necessary for reasons beyond our control to change the content and timing of the programme, the speakers and/or the date or the venue. In the unlikely event of the programme being postponed or cancelled, we will arrange a full refund, but we will not be obliged to offer any additional compensation. We shall have no liability to you if a conference is changed, postponed or cancelled due to any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident. If we do cancel any contract for a conference booking, we will notify you by e-mail and will arrange a refund of any sum paid by you for a place, as soon as possible but in any event within thirty (30) days of acceptance of your order.

#### **SCI's liability**

- 2.8** Save as precluded by law, we will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill), howsoever arising, out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation, other than to refund to you the amount paid by you for the conference registration in whatever way we choose.
- 2.9** Notwithstanding the foregoing, nothing in these terms and conditions is intended to limit any rights you might have as a consumer under applicable local law or other statutory rights that may not be excluded, nor in any way exclude or limit our liability to you for any death or personal injury resulting from our negligence or for fraudulent misrepresentation.

- 2.10** These terms and conditions, together with our current Website prices and payment terms, contact details and privacy policy, set out the whole of our agreement relating to the Purposes. Nothing said by any sales person on our behalf should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation, we shall have no liability for any such representation being untrue or misleading.
- 2.11** By accessing and using the Digital Channels and/or by indicating your agreement in the registration/login screen, you agree to be bound by these Terms. If you do not agree, please exit the Website and request termination of your online account (if any) forthwith. This is a legally binding agreement.

### **Event Sponsors and Exhibitors**

- 2.12** Any cancellations received in writing eight (8) weeks prior to the event will be subject to a 20% charge. We regret that refunds cannot be made for cancellations received after this period although substitutions may be made.
- 2.13** Should unforeseen circumstances occur, SCI reserves the right to alter the content of the event programme and or postpone any of its meetings without notice or, in the case of complete cancellation, liability to enrolled delegates is limited to return of fees paid.

## **3. Website, Blog, Social Media and other Digital Platforms Ownership**

### **Ownership**

- 3.1** Unless otherwise indicated, the Website, blog and their contents are the property of SCI and/or its subsidiaries, affiliates, or assigns or the material is included with the permission of the rights owner and is protected pursuant to copyright, trademark, service marks, patents or other proprietary rights and laws.

### **Permission to download material**

- 3.2** You are authorised to download and print one copy of the material on the Website on one computer for your personal, non-commercial use only, but you may not in so doing, or thereafter, remove or amend any heading, logo, trademark, copyright or other proprietary notice.

### **What you may not do with SCI content**

- 3.3** Subject to the above, you may not modify, copy, distribute, republish, or create derivative works or upload any of the material on the Website, blog or social media platforms without the prior consent of SCI in writing. No intellectual property or other rights shall be transferred to you.

### **Instructions for posting material, comments, questions, etc., to Digital Channels**

- 3.4** To the extent that our social media platforms provide users an opportunity to post and exchange information, ideas and opinions ("**Postings**") on publicly accessible websites, SCI reserves the right (but not the obligation) in its sole discretion to monitor such Postings and to remove any which it considers in its absolute discretion to be offensive or otherwise in breach of these Terms.
- 3.5** However, SCI does not actively screen, edit, or review postings prior to their appearance on the Website and postings do not necessarily reflect the views of SCI.

- 3.6** You hereby represent and warrant that you have all necessary rights in and to all Postings you provide and all material they contain and that such Postings do not infringe any proprietary or other rights of third parties. Postings shall not contain any viruses or other contaminating or destructive devices or features. Material contained in Postings shall not be defamatory, indecent, offensive, threatening, tortious, or otherwise unlawful. Postings shall not be used to carry out or solicit any unlawful activity.
- 3.7** You hereby authorise SCI to use and/or authorise others to use all or part of your Postings in any manner, format or medium that SCI or such other parties see fit. You shall have no claim or other recourse against SCI for infringement of any proprietary right in Postings.

### **Obligations regarding use of the Website and Digital Channels**

- 3.8** You are responsible for providing and maintaining all personal computer and communications equipment and internet access accounts necessary to gain access to the Website.
- 3.9** In consideration of your use of the Website and other Digital Channels, you agree to provide true, accurate, current and complete information about yourself as prompted by the Website's registration form ("**Registration Data**") and maintain and promptly update the Registration Data to keep it true, accurate, and complete. If you provide any information that is untrue, inaccurate or incomplete, or SCI has reasonable grounds to suspect that it is, SCI has the right to suspend or terminate your account and refuse all current or future use of the Website.
- 3.10** You are responsible for maintaining the confidentiality of the user name, password and any other identification, and are fully responsible for all activities that occur under your password or other identification, whether by you or by anyone else using your account and password.
- 3.11** You agree not to, and shall not:
- 3.11.1** attempt to gain unauthorised access to any information available on the Services we provide or to any of the networks used in providing them;
  - 3.11.2** post and/or reproduce in any way any files or information and/or material which infringes the intellectual property rights of another party;
  - 3.11.3** copy, store, modify, transmit, distribute, broadcast or publish any part of the contents of the Website or other Digital Channels, save in accordance with these Terms;
  - 3.11.4** use the Services to initiate the sending of unsolicited advertising or promotional material, including without limitations, junk mail for commercial or non-commercial reasons;
  - 3.11.5** in any way assign, transfer, part with and/or authorise any other person to use your membership;
  - 3.11.6** permit or create unauthorized framing of, or deep linking to, the Website or the creation of derivative works thereof from another website under your management or control;
  - 3.11.7** copy, modify, reverse engineer/assemble or otherwise attempt to discover/tamper with any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer, any rights related to the coding of the Website or modify the coding in any manner or form;
  - 3.11.8** use modified versions of the coding for the Website, including (without limitation) for the purpose of obtaining unauthorised access to the Website;
  - 3.11.9** access the Website by any means other than through the interface that is provided by the Website for online access, as displayed to the general public.
  - 3.11.10** use the Website for commercial purposes or commercial gain or in a way which infringes the rights of others;

**3.11.11** forward, send, transmit or transfer any part of the Website's content to any other person. The re-selling, copying or incorporation into any other work of part or all of the material available on the Website in any form is prohibited, save that you may print or download extracts of the material on the Website for personal use only.

**3.11.12** use a name so as to infringe the rights of any person (whether in statute or common law) in a corresponding trade mark or name. You acknowledge that we cannot guarantee that any name you request will be available or approved for use. We reserve the right to require you to select a replacement name and we will suspend our Services to you if, in our sole opinion, there are reasonable grounds for us to believe that your current choice of name is, or is likely to be, in breach of the provisions of these Terms.

**3.12** You agree to use the Website and Digital Channels in a manner consistent with all applicable rules and regulations.

**3.13** You agree to inform SCI of any apparent breaches of security such as loss, theft or unauthorised disclosure or use of your ID or password and until SCI is so notified, you will remain liable for any unauthorised use of your account.

**3.14** You shall indemnify and keep indemnified SCI against all claims, charges, demands, damages, liabilities, losses and expenses of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the cost of defending or prosecuting any claim and any loss of profit, goodwill and any other direct or consequential loss) incurred or suffered by SCI directly or indirectly by reason of any act or omission which you commit in breach of these Terms and the obligations and warranties contained in them.

### **SCI's warranties, liability and hyperlink disclaimer Warranties**

#### **Warranties**

**3.15** SCI makes no representations or warranties with respect to the Digital Channels or its contents, which are provided for use "as is". SCI disclaims all warranties, express or implied, including without limitation, the implied warranties of title, non-infringement, merchantability, quality and fitness for a purpose, with respect to the Website and any website with which it is linked. SCI also makes no representations or warranties as to whether the information accessible via the Website, or any website with which it is linked, is accurate, complete or current.

**3.16** No advice or information, whether oral or written, obtained by you from SCI or the Digital Channels shall create any warranty not expressly stated in these Terms.

**3.17** Although SCI will endeavour to provide the Website, which shall be available at all times save for downtime in the case of maintenance (emergency or otherwise) and as a result of an act by third parties outside of its control or Force Majeure (as defined in condition 3.34), it does not warrant that the Website will be error free, uninterrupted, timely, secure or reliable.

#### **Liability**

**3.18** To the fullest extent permitted by any and all applicable laws, SCI on behalf of its employees, agents, suppliers, and contractors excludes liability for any losses and expenses of whatever nature and howsoever arising, including without limitation any direct, indirect, special, punitive, or consequential damages, loss of use, loss of data, loss caused by a virus, loss of income or profit, loss of or damage to property, claims of third parties, liability for any Postings on the Website or other losses of any kind or character, even if SCI has been advised of the possibility of such damages or losses, arising out of or in connection with the use of the Website or any website with which it is linked. You assume total responsibility for establishing such procedures for data back up and virus checking as you consider necessary.

- 3.19** Your statutory rights as a consumer, if any, are not affected by these provisions, and SCI does not seek to exclude or limit liability for death or personal injury caused by SCI or its employees or agents because of your use of the Website or for fraudulent misrepresentation.
- 3.20** We shall have no liability for any defect in any of our Services caused or contributed to by you and/or any other member.
- 3.21** We cannot be responsible for any material downloaded or otherwise obtained through use of our Services, which is done at your own discretion and risk. You will solely be responsible for any damage to your computer system stemming from any losses which might result from the downloading of such material.
- 3.22** We shall have no obligation to you if any monies owed by you to us have not been paid in full by the due date for payment, even if we are in breach of these Terms.
- 3.23** You agree to give us a reasonable opportunity to remedy any matter for which we may be liable before you incur any costs and/or expenses in remedying the matter yourself, failing which we will consider any claim by you.
- 3.24** You shall produce to us written evidence of any claim for which it is alleged that we are liable, together with written details of how any loss was caused by us and the steps you have taken to mitigate your loss before we shall have any liability for any claim by you.
- 3.25** We shall have no liability to you to the extent that you are covered by any policy of insurance and you shall ensure that your insurers waive any and all rights of subrogation they may have against us.
- 3.26** It is possible for other users and/or unauthorised users to obtain and misuse information about you as a result of your use of our Services. We shall have no liability to you arising out of any member and/or unauthorised person's misuse of information and/or other material supplied by you which is beyond our reasonable control.
- 3.27** We are not responsible in any way for any products (including software) or services provided by third parties advertised, sold or otherwise made available by means of the Services from the Website, nor for the accuracy, completeness or suitability for any purpose of any such content.
- 3.28** Neither party shall have any liability to the other for any:-
- 3.28.1** consequential losses (including but not limited to loss of profits, damage to goodwill, damage to reputation, loss of data, loss of programs and/or Service interruptions);
  - 3.28.2** economic and/or other similar losses; and/or
  - 3.28.3** special damages and indirect losses.
- 3.29** Each party shall be under a duty to mitigate any loss, damage, costs or expenses that it may suffer.
- 3.30** You must inform us immediately if anyone makes or threatens to make any claim or issue legal proceedings against you relating to your use of the Services or any information on the Website and you will, at our request, immediately stop the act or acts complained of. If we ask you to, you must confirm the details of the claim(s) in writing.
- 3.31** If you fail to stop the act or acts complained of, we may suspend the Services available to you. If we do so, we will not restore them until we receive an appropriate assurance from you that there will be no further contravention of these Terms.
- 3.32** Our aggregate liability to you under and/or arising under these Terms in respect of any and all claims shall not exceed fifty times the aggregate amount of all charges paid by you for your membership.

- 3.33** Nothing in these Terms shall exclude or limit liability for death or personal injury due to either party's negligence or fraudulent misrepresentation.
- 3.34** We shall have no liability to you for any delay in performance of the Services and/or any other matters to the extent that such events and/or matters are due to any events outside our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events ("Force Majeure").

#### Hyperlink disclaimer

- 3.35** The SCI Digital Channels contain links to other sites of clients or contacts of SCI which it believes may be useful and interesting. Such links, however, are not endorsements by SCI of any products or Services supplied via or referred to in such sites and no information in such sites has been expressly or impliedly endorsed or approved by SCI. By using a link on the Website, you indicate your agreement that SCI shall be under no liability arising out of your use of such link.

#### 4. SCI's right to vary these Terms, and our Promise to give Notice of Changes

- 4.1** SCI reserves the right to vary these Terms from time to time on giving you reasonable notice. You shall be deemed to have accepted the changes if you continue to use the Website after a period of one week from the delivery of such notice.
- 4.2** Any notice shall, unless otherwise expressly stated, be in writing and shall be given by sending the same by email, first class post or facsimile transmission to the other party's address, as may be designated in writing from time to time. Any notice sent by first class post shall be deemed (in the absence of evidence of earlier receipt) to have been delivered two working days after its despatch. Any notice given by email or facsimile transmission shall be deemed to have been delivered on the next working day following transmission, provided the sender can produce a successful delivery report and a hard copy of the notice is placed in the post within one working day.

#### 5. The legal framework for these Terms

- 5.1** These Terms contain the entire understanding between you and SCI with respect to the Purposes and no representation, statement, inducement oral or written, not contained herein shall bind any party to this agreement. You acknowledge that you do not rely on any representation and/or warranty that has not been made in accordance with this Agreement. These Terms shall supersede any prior terms and conditions previously notified to you. Our employees, sub-contractors and/or agents are not authorised to make any representations or warranties concerning the service unless confirmed by us in writing. Should any part of these Terms for any reason be declared invalid by a court of competent jurisdiction, such determination shall not affect the validity of any remaining portion and such remaining portion shall remain in full force and effect as if the invalid portion of these Terms had been eliminated. These Terms are made under English law and the Website is operated from the United Kingdom. You are responsible for compliance with any applicable laws of the country from which you are accessing the Website. We make no representation that the information contained herein is appropriate or available for use in other locations outside England. You agree that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or relating to use of the Website, and that the laws of England shall govern such dispute or claim. However, SCI retains the right to bring legal proceedings in any jurisdiction where SCI believes that infringement of this agreement is taking place or originating. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms (i.e. no third party shall have any right to enforce these Terms), save that any assignee of the rights and obligations set out in these Terms may do so. We may assign our rights under these Terms to any third party without your consent.

#### Society of Chemical Industry

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SCI founded in London 1881 and in New York 1894

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