



RHS Virtual Learning Environment

Terms & Conditions of Use

1. vle.rhs.org.uk (the "Website") is operated by The Royal Horticultural Society a charity registered in England and Wales (Reg. No. 222879) and Scotland (SC038262).
2. Use of the term "RHS" in these Terms and Conditions means the Royal Horticultural Society and any company or legal entity controlled by or under common control with The Royal Horticultural Society. Unless otherwise stated, the term "RHS" therefore includes RHS Enterprises Limited and RHS Special Events Limited - both trading companies wholly owned by The Royal Horticultural Society.
3. By accessing the Website you agree to abide by any and all of the following Terms and Conditions governing use of the Website. The RHS may change these Terms and Conditions from time to time. It is your responsibility to check the Terms and Conditions regularly. You will be deemed to have accepted any amended Terms and Conditions if you continue to make use of the Website after a change to the Terms and Conditions has been made.
4. These Terms and Conditions may from time to time be supplemented by additional Terms and Conditions and these will be shown on relevant application forms or as part of any registration process included on the Website.

Acceptable Use

1. By using the Website you agree to use it for lawful purposes. The Website may not be used to harass, cause distress or inconvenience any individual person or organisation. You may not use the Website to publish, post, distribute, disseminate or otherwise transmit defamatory, obscene, indecent or offensive content or to cause or promote an unlawful act.
2. You agree not to attempt to obtain unauthorised access through whatever means to any part of the Website which is restricted and to which you are not entitled to access.

Intellectual Property

1. All copyright, trade marks, design rights, patents, brand, business name and other intellectual property rights (registered and unregistered) in and on the Website and all content (including, but not limited to, text, graphics, photographs, applications and information) on the site belong to the RHS or its licensors (which includes other users), or appear with the permission of others who own the intellectual property rights. You may not copy, reproduce, re-publish, adapt to create a derived work, exploit, download, post, broadcast, transmit, make available to the public, or otherwise use the Website content in any way except for your own personal, non-commercial use unless you have the written consent of the RHS (save where the provisions of paragraph 3 below apply). Use of this

Website does not confer a right or licence to use any copyright, design right or trademark of the RHS.

2. Where downloads of third party software are made available on the Website, they are owned by the third party licensor in question and will be subject to any Terms and Conditions applied by the relevant licensor.
3. Other owners and/ or operators of websites may not link to the Website for commercial purposes without the written consent of the RHS. Links may be established for non-commercial purposes but that link must not open the Website within a frame of another website.

Passwords

1. Certain parts of the Website may only be accessed using a password. The RHS may issue you with a password, but is under no obligation to do so and reserves the right to refuse to issue you with a password without reason. In the event that you are provided with a password to make use of any part of the Website, you must keep that password confidential and not allow it to be used by any other party.

Advertising

1. Certain pages of the Website may contain advertising. Advertisers are responsible for ensuring that material submitted for inclusion on the Website complies with all applicable laws, codes and regulations. The RHS excludes any responsibility for any error or inaccuracy appearing in any advertising material. (Please refer to the RHS Privacy and Cookie Policies).

Disclaimers and Limitation of Liability

1. The RHS is not responsible for any content posted by members of the Society or members of the public on the Website or for the availability or content of any third party sites (i.e. those controlled by parties other than the RHS including those that may claim to be a "partner" of or "licensed by" the RHS) that are accessible through the Website. Any links to third party websites from the Website do not amount to an endorsement of that site by the RHS and any use of that site by you is at your own risk.
2. The majority of content posted in the discussion forums is created by participants in the learning programmes. The views expressed are theirs and unless specifically stated are not those of the RHS.
3. The Website is provided on an "as is" basis and, to the fullest extent permitted by law, the RHS excludes all representations or warranties (whether express or implied by law), including implied warranties of satisfactory quality, accuracy and suitability for purpose. While the RHS uses reasonable endeavours to ensure that the content of the Website is accurate, it accepts no responsibility for errors, omissions or inaccurate content. Except for death or personal injury arising through the negligence of the RHS, The RHS shall not be liable whatsoever for any loss or damage arising from

use or reliance on any of the content of the Website and/ or use of the Website.

4. The RHS uses reasonable endeavours to ensure a fast and reliable service, but excludes to the fullest extent permitted by law any liability for disruption of the Website, however caused, and/ or for the security of the services on the Website. By using the Website you accept that the RHS does not warrant that the server or servers that make the Website available are free of viruses or bugs and that it is your responsibility to implement sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the data that you send to or receive from the Website.
5. Unless otherwise stated, The RHS makes no warranty whatsoever as to any goods or services purchased or obtained or offered through use of the Website whether directly or otherwise. Any relationship that you may enter into with a third party is a matter solely for you and the third party and the RHS shall not be liable for any consequences whatsoever and however they may arise from that relationship. For the avoidance of doubt, RHS Enterprises Limited and RHS Special Events Limited are treated as third parties for the purpose of this paragraph.

Indemnity

1. By making use of the Website, you agree to indemnify the RHS and any of its trustees, directors, officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages and costs incurred or suffered and any claims or legal proceedings which are brought or threatened arising from your use of or conduct on the Website and/ or a breach of the Terms and Conditions of use of the Website.

Termination of Access to the Website

1. The RHS may terminate the provision of the Website or restrict your access to all or any part of the Website if any event beyond its reasonable control prevents the RHS from continuing to provide the Website.
2. The RHS retains the absolute right with or without notice to prevent you accessing the Website in part or its entirety where at the sole discretion of the RHS it is considered that you are contravening or have breached the Terms and Conditions of use of this Website.

Non-enforcement of the Rights of the RHS

1. In the event that the RHS does not exercise or enforce any right in these Terms and Conditions, this does not waive the RHS's right to enforce that right at a later date or on another occasion.

Validity of these Terms and Conditions

1. If any of the Terms and Conditions for the use of the Website are determined to be unlawful, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that Term and Condition is unlawful, invalid or unenforceable, it shall be deleted from these Terms and Conditions and the remaining Terms and Conditions shall continue to be binding and enforceable.

Jurisdiction and Choice of Law

1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of England and Wales which shall have exclusive jurisdiction over any disputes.

Data Protection

1. The RHS will only make use of any personal information collected during your use of the Website in accordance with current UK data protection legislation and the RHS Privacy Policy.

Contact

If you have any queries concerning any part of these Terms and Conditions and the privacy policy, please contact:

webmaster@rhs.org.uk

RHS Privacy Policy

1. The Royal Horticultural Society, RHS Enterprises Limited and RHS Special Events Limited (referred to as the "RHS" in this policy) are registered as data controllers with the Information Commissioner for the United Kingdom. The RHS is committed to protecting your privacy and security. Whenever you provide personal information, the RHS will treat that information in accordance with this policy and current UK Data Protection legislation.
2. When you are asked for personal information on the Website you are sharing that information with the RHS alone unless stated otherwise. Where the RHS has arranged for another company to capture data or to fulfill a service on its behalf, this is carried out under contract in accordance with data protection requirements.
3. The RHS may use the information you provide for one or more of the following:
 - to commence and/ or administer your membership of The Royal Horticultural Society
 - to communicate with you about the work and offers of the RHS
 - to deliver learning programmes
 - customer satisfaction surveys

By using the RHS Website you agree to accept the RHS Privacy Policy. The RHS may change this Privacy Policy from time to time. It is your responsibility to check the Privacy Policy regularly. You will be deemed to have accepted any amendments to the Privacy Policy if you continue to make use of the Website after a change to the Privacy Policy has been made.