

RSC Distribution Services via Portland Customer Services

Terms & Conditions

These Terms & Conditions shall apply to all contracts for the supply of products provided by The Royal Society of Chemistry (RSC)/Portland Customer Services (PCS) to customers to the exclusion of all other terms and conditions, including any terms and conditions which the customer may purport to apply under any purchase order, confirmation of order or similar document.

1 Price and Payment

1.1 The price of the product is set out overleaf. The price is exclusive of VAT which shall be charged at the rate prevailing on the date of the invoice set out overleaf. (VAT applies to customers in the European Economic Area, including, but not limited to, the UK.) Under the regulations it is a legal requirement for us to obtain your VAT registration number. When sending in your payment, please indicate your VAT registration number on your remittance. Failure to supply your tax details may result in a VAT charge being levied on your order. Where you hold an exemption certificate, please send a copy with your payment so that we may amend our records accordingly.

- VAT also refers to the following equivalent taxes in the various states of the European Economic Area: ALV, BTW, FPA, IVA, MOMS, MWST, OB, UMST, and TVA.
- Customers in Canada will be charged GST on their invoices.

1.2 Sales of products by RSC Distribution Services are cash with order unless agreed in advance that sales are to be made on a credit basis. If sales are made on a credit basis, credit terms must be adhered to.

1.3 Payment is accepted as follows:

- (i) Pounds Sterling drawn on a UK bank;
- (ii) US Dollars drawn on either a US or a UK bank;
- (iii) Euro cheques drawn on an EU bank; or
- (iv) most credit and debit cards (except Diners Club) up to £2,000.

1.4 Cheques should be made payable to The Royal Society of Chemistry.

1.5 Requests to open a credit account should be directed to: General Sales Manager, The Royal Society of Chemistry, Thomas Graham House, Science Park, Milton Road, Cambridge CB4 0WF, UK (Email: sales@rsc.org).

2 Despatch

Unless specified otherwise by PCS, despatches made outside the UK are by Priority to continental Europe, and by Standard outside Continental Europe, excluding the USA. Despatches to the USA are by Consolidated Airfreight.

3 Claims Policy

Claims for:

- 3.1 damaged products must be made within seven (7) days of receipt of the product;
- 3.2 missing issues of journals must be made within sixty (60) days from the date of publication; and
- 3.3 non-receipt of books must be made within ninety (90) days of placing the order for customers with a credit account and within ninety (90) days from receipt of payment for non-credit customers.

4 Returns/Cancellation Policy

- 4.1 Authorisation of returns will strictly be at the discretion of the General Sales Manager of the RSC, at which time instructions for returns will be issued.
- 4.2 The product must be received at PCS in good condition, ie resalable at the discretion of PCS.

4.3 All packing and wrapping costs shall be borne by the customer.

4.4 All items should be sent by recorded post or special delivery (it is the customer's responsibility to prove delivery to PCS).

4.5 An administration charge may be levied to cover some of the costs incurred when refunding duplicate orders/payments.

4.6 A cancellation charge of 5% of a subscription cost will be levied on journal subscriptions cancelled prior to publication of the first issue. There shall be no refunds after the subscription has commenced.

5 Data Protection Act

The RSC and PCS (as Portland Press Ltd) are registered under the Data Protection Act 1998. Your name and contact details may be included in PCS's computerised mailing system in order for the RSC to keep you advised of new titles and products etc. If you do not wish to receive such information please write and inform PCS accordingly.

6 Warranties and Liabilities

6.1 PCS is selling products as an agent for the RSC and consequently all warranties, conditions, and terms, whether relating to fitness of purpose, merchantability or condition or otherwise howsoever and whether implied by statute or common law or otherwise, are excluded to the fullest extent permissible by law.

6.2 PCS reserves the right, upon giving prior notice in writing to the customer, to withdraw or refuse to provide its services, if, in its reasonable opinion, it may be liable to criminal prosecution by doing or continuing to do so.

6.3 PCS shall not in any circumstances whatsoever or howsoever arising be liable for any indirect or consequential loss howsoever caused.

7 Title and Risk

7.1 Title to the products shall remain with the RSC until the customer has paid the price and VAT, if applicable, in full and has taken delivery.

7.2 Risk in the products shall pass to the customer on despatch.

8 Force Majeure

PCS shall not be responsible for any loss or damage or delivery delays or failure to supply the products or services arising from circumstances beyond its reasonable control.

9 Governing Law and Jurisdiction

The supply of products and services shall be governed by and construed in all respects in accordance with the laws of England and the parties hereto hereby submit to the non-exclusive jurisdiction of the English courts. Any difference arising between the parties shall be submitted to a mediation procedure in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.