

THE ROYAL COLLEGE OF RADIOLOGISTS

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iRefer Terms & Conditions

Welcome to www.irefer.org.uk (**Site**), which is owned and operated by The Royal College of Radiologists (**RCR, we or our** as applicable). We provide access to the electronic version of the 'iRefer' referral guidelines, including any updates that we choose to make (**Guidelines**) online when you order a subscription to our electronic referral guidelines service (**Service**).

We provide access to the Service and/or the Guidelines through different channels (e.g. online via the Site or apps available on third party appstores (**App**)) and via a number of different locations depending on whether you are a member or Fellow of the RCR, an individual healthcare professional or where you are acting on behalf of an organisation wishing to obtain access for multiple users.

These Terms and Conditions (**Terms**) govern the use of this Site and the Service if you are visiting a publicly available page on the Site and/or accessing the Service via an account on the Site that has been created after you or your organisation has placed an order for our Service using the Site (see 'Access to Our Site and Service' section below). The Terms therefore also govern any orders you place to access our Service and also the rights you acquire to use the content that we make available through that Service. The terms of the End User Licence Agreement also apply to the download, installation and use of any app through which you access the Service. These Terms also apply to your use of the Guidelines and any other content made available to you using our application programming interfaces (**APIs**), however additional documentation and terms apply to the use of our APIs. See further our [APIs page](#).

You may only use this Site and the Service in the course of your profession (e.g. as a clinician, radiologist, radiographer or other healthcare professional) or on behalf of your business, institution or other organisation (e.g. primary care trust, GP practice or other NHS related body or organisation). If you are using them in connection with your organisation, the terms 'you', 'your' or 'your organisation' in these Terms include the business, institution or other organisation on whose behalf you act when using, registering or placing an order from this Site or accessing the Service. By using the Site, regardless of whether or not you choose to place an order, you accept to be bound by these Terms. If you are acting on behalf of an organisation, you are also agreeing for your organisation to be bound by these Terms. You should therefore read them carefully to understand your/your organisation's rights and liabilities before placing an order or using the Site or our Service.

If you have any queries relating to these Terms, please contact us by email at irefer@rcr.ac.uk or by using the webform at www.irefer.org.uk/contact. If you do not wish to be bound by these Terms or you do not intend to use the Site or our Service in connection with your profession or organisation, you should not use the Site or place an order.

1 ACCESS TO OUR SITE AND SERVICE

1.1 You must be 18 years of age or over and must either be authorised to act on behalf of your organisation (where applicable) or must be acting in connection with your profession to use this Site.

1.2 You will need an internet connection and a browser to access the pages on this Site and to use our Service.

1.3 You are free to browse the parts of the Site or App which can be accessed without ordering our Service. You may also create an account and access a limited version of the Service without charge. Please see further paragraph 6.

1.4 You may place an order for access and use of the full version of our Service either:

1.4.1 for yourself, as a single user (**Individual User**) which may not be shared (such orders can be placed through the Site or by making an in-App purchase within the App); or

1.4.2 if you are acting on behalf of an organisation, for the number of that organisation's members that you specify during the order process for their concurrent access and use of the Service (**Authorised Users**), which may be the available subscription sizes of 5 (five), 10 (ten), 25 (twenty-five), or 50 (fifty) users; collectively referred to in these Terms as **Users** (such orders can be placed through the Site only).

1.5 For orders being placed on behalf of an organisation, in order to be eligible for access and use of the Service, your Authorised Users' usual place of work must be at your organisation's address that you specify at the time you place your order.

1.6 Users may only access the Service by creating an account using the options provided on the registration page of the Site or App or using an account created for them by us.

1.7 You must not share your login details and, where applicable you must not allow any Authorised User in your organisation that is permitted access under these Terms to share their login details with any other individual or organisation. You will be held responsible for all activities that occur from the access of the Service via your account, with or without your knowledge, where such access arises from your negligence or breach of these Terms.

1.8 If you become aware of any misuse or unauthorised use, then you must inform us immediately by sending an e-mail to irefer@rcr.ac.uk

1.9 Renewals

1.9.1 *If your subscription to the Service was purchased online using the payment functionality on the Site or App, your subscription to the Service will automatically renew every 12 months from the date your order is confirmed and each anniversary of that date thereafter (each such anniversary, the “Renewal Date”) unless you opt out.* If you wish to terminate the subscription on the (then) next Renewal Date, you may do so using the option provided by the relevant Appstore at any time up to 24 hours before the Renewal Date. If you wish to do so without using such settings, you may do so by contacting us using the details below but must provide at least 14 days’ written notice to us prior to that date.

1.9.2 *If your subscription to the Service was purchased through the iRefer team using a purchase order and/or payment through our manual invoicing arrangement, your subscription to the Service will not automatically renew.* The subscriber will receive a subscription expiration reminder email 30 days before the subscription ends. To renew the subscription, you must contact the iRefer team using the contact details below at least 14 days prior to the expiration date to make purchasing arrangements. Once your invoice has been finalised, you, together with your Authorised Users, will be provided with continued access to the Full Access Version of the Service, where the Guidelines along with full functionality of the Site and access to the App will be available subject to the concurrent user access limit set for your purchased subscription. If contact is not made for any reason, the subscription will end on the expiry date and all Users will no longer be able to access the Full Access Version until it is reinstated.

2 CONTENT AVAILABLE THROUGH OUR SERVICE

2.1 We provide online access only to the Guidelines through our Service.

2.2 When you pay for our Service, what you are buying is the non-exclusive right for an Individual User or a number of Authorised Users (as applicable) to access and use the Guidelines and other content through our Service for a 12-month period, unless we withdraw the Service to all subscribers in accordance with paragraph 8.3.4. We only accept online orders for organisations requiring access for up to and including 50 concurrent Authorised Users. If your organisation requires access to the Service for more than 50 concurrent Authorised Users, please contact us at irefer@rcr.ac.uk

2.3 The use of all the content we make available to Users on this Site and through our Service, including the Guidelines, is subject to these Terms, in particular, the permissions and restrictions set out in paragraphs 2.6 and 2.7 below.

2.4 Nothing in these Terms will prevent Authorised Users from making use of the Guidelines (or other content on the Site) in the ways permitted by mandatory exceptions under applicable copyright law.

2.5 Subject to paragraph 2.4, if you or your organisation wishes to use our content in any way not expressly permitted in these Terms (including, but not limited to printing or electronically copying the guidelines, making them available via an intranet or extranet or to or via a mobile device), you must first request our written permission. We may grant or withhold permission for such use at our sole discretion.

Permission to use the Guidelines and other content on the Site.

2.6 Users may access and use the content on this Site in the following ways and only in the course of their profession or, in the case of Authorised Users, only in the course of performing their duties internally within their organisation:

- To view the Guidelines, images and other digital content online; and
- To use the functionality provided on the Site to browse, filter, search and bookmark that content.

Restrictions on the use of the Guidelines and other content on the Site

2.7 Users may not use the Guidelines or any other content on the Site in any way not permitted above in paragraph 2.6, in particular they may not:

- copy, adapt, vary, distribute, modify, translate, transpose or permanently store, in part or in whole, any of the content on the Site except to the extent strictly necessary to use them in accordance with paragraph 2.6;
- print any page of the Site or otherwise produce hardcopies of the text, images or other content we make available except for a copy of these Terms and our Privacy Policy;
- permanently store by saving part or all of the pages and/or content on the Site using software with an 'offline browsing' or similar mode;
- reproduce or incorporate the content from the Site in another document e.g. by saving any page of the content using their web browser, by using the functionality provided by the software on their access device to 'copy and paste' any content from the Site into an electronic document or by converting any of the content into another file format (e.g. PDF); or
- photograph or record as or convert into video or audio, all or any part the content.

- use the content to compile a database of, or re-create the whole or substantial part of the content by making repeated and systematic copies of insubstantial parts of, any of the content.
- use any robot, spider, crawler, scraper, or other automated means or interface to access, extract, copy, monitor, or interact with any portion of any content we make available.
- use any content we make available, or the Site or Service, for any commercial purpose except to the extent expressly permitted under a valid written licence agreement with us.
- use any content we make available for the purpose of training, fine-tuning, testing, or developing any artificial intelligence (AI), machine learning, or similar models (including large language models), or submit or include any content (or any reference to such content) as a prompt or other input to any AI software, service, or related system.
- alter, modify or circumvent or attempt to circumvent, any copy protection and/or digital rights management measures within the Site or Service or the content made available through them.
- alter or remove any watermarks and/or acknowledgements included in the content on the Site.
- knowingly permit anyone other than an Authorised User to access, view or otherwise use the Service or Guidelines or other content made available through the Site.
- distribute or make available to any unauthorised users or any third parties any content or other part of the Site (including by placing the Guidelines or any part of them on an intranet or extranet or to or via a mobile or portable electronic device).
- use the Site, its content or Service for any illegal purpose and in particular Users will not interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site.
- sub-license, sell, rent or distribute the Guidelines or any other content that we make available through the Site.
- place a link on any website to any page, content or other part of the Site other than to the homepage of the Site in accordance with paragraph 10 of these Terms.

2.8 Please note: If you are unclear about how Users are permitted to use our Service and/or the content on this Site in accordance with these Terms, please ask us by contacting us by e-mail at irefer@rcr.ac.uk

3 MISUSE AND/OR UNAUTHORISED USE

3.1 You agree:

3.1.1 to ensure that: (i) you do not divulge any Authorised I.P. (as defined in paragraph 6.2.3), log-in details or any other access credentials or information to any unauthorised user or third party, unless expressly authorised by us in writing; and (ii) any unauthorised disclosure or use of log-in details or Authorised I.P.s is reported to us as soon as you/Users become aware of it; and in each case, where applicable, procure that Authorised Users do the same. For the avoidance of doubt, you will be responsible for any misuse of our Service or unauthorised disclosure of log-in details or Authorised I.P.s by your Authorised Users;

3.1.2 that if you have purchased a single user account then this is for one user only, at any time. In contrast to the other subscription levels or to access arrangements that may have taken place historically, this is not for one concurrent user and therefore must not be used by more than one person during the duration of the subscription. If you do not comply with this paragraph, then we may exercise our right of termination under paragraph 3.3 or 7.6; and

3.1.3 to ensure that Users access and use the content and the Service that we provide only in accordance with the permitted uses and restrictions of use set out in these Terms, details of which will be made available to you and Users upon accessing the Service, and in accordance with any other applicable provisions contained in these Terms.

3.2 We reserve the right to monitor the use of the Service (including the use of Authorised I.P.s and/or any User accounts) and/or to enter, upon reasonable notice, your organisation's premises to conduct an audit of your organisation's use of the Service and you shall provide such assistance and use of your organisation's facilities as is reasonable for this purpose.

3.3 In the event of any unauthorised use of the Service, we may, at our discretion and without prejudice to any other remedy, suspend or terminate access by such method as we deem appropriate (e.g. by disabling access to Authorised I.P.s or User accounts). In the case of suspension, this will continue until we are satisfied that the unauthorised use will not recur.

4 ORDERING OUR SERVICE

Eligibility to place an order

4.1 To be eligible to place an order to access and use our Service, you must:

- be placing an order in your capacity as a professional or on behalf of your organisation and have the necessary authority to do so;
- provide your name, address, phone number and contact and billing details (or those of your organisation) in addition to your e-mail address and other required information. You must ensure that all the information you provide when you place an order is true, accurate, current and complete in all respects;
- possess a valid credit or debit card issued by a card issuer acceptable to us (i.e. Visa, Mastercard or American Express).

Making a contract

4.2 Your order is an offer by you to buy from us. The following steps have to take place before a contract is made online between you and us:

- You place your order for our Service on the Site by pressing the ‘Submit order’ button. This button appears at the ‘Checkout’ page after you have provided your card details. Before placing your order, the check-out process will give you the opportunity to review and, if necessary, make amendments to your order;
- After you have submitted your order, you will see an on-screen acknowledgement that your order is complete. We will also send you an e-mail acknowledging that we have received your order and confirming the details of your order including the total cost of your order.
- We accept your order and therefore the contract is made between you and us. The contract will be concluded in English.

5 PRICES AND PAYMENT

5.1 The prices for the Service quoted on the Site include VAT and are quoted in GBP (£). Any price quoted on the Site for our Service is for access to that Service for a period of 12 months only. We may extend the duration of this period at our sole discretion and will provide you with reasonable notice of any such extension.

5.2 We will provide to you, by displaying on screen, details of the total cost your annual subscription before you submit any pay for your order. In accordance with paragraph 1.9 of these Terms, your subscription to the Service will automatically renew every 12 months unless you provide to us written notice to terminate in accordance with that paragraph.

5.3 We currently accept payment by the following credit cards: Visa, Mastercard and American Express. You confirm that the credit card you use to make payment to us is yours.

5.4 Subject to credit card authorisation, we take payment from your credit card once you have entered your payment details and clicked the 'Submit your order' button.

6 ACCESSING THE SERVICE

6.1 You can sign up for an account using your email address and password or social media credentials if you don't have an account registered with us already. All new accounts are set up as free accounts, and unless associated with an active paid subscription, will be provided access to a free version of the Service (**Free Version**), where a limited number of guidelines are made available, and for which certain features may be disabled.

6.2 Once your payment details have been confirmed, you, along with your Authorised Users, will be provided access to a full version of the Service (**Full Access Version**), where all guidelines along with full website functionality and access to the apps will be available subject to the concurrent user access limit set for your purchased subscription. If you are placing an order:

6.2.1 for access as an Individual User, we will provide you with an on-screen confirmation and a confirmation e-mail that we send to your e-mail address. You may log in to your account and access the Service (**Individual User Account**); or

6.2.2 to obtain access for more than one User (i.e. for Authorised Users), You, as the owner of that account, and any other users that you assign as administrators, will be able to administer access for your Authorised Users (**Admin Account**).

6.3 Admin Accounts will be able to set up access for the number of Authorised Users you specified during order process in one of the following ways:

User access authenticated using an email and password

6.3.1 you may specify individual email addresses, and invitations will be sent by email to each of them for their individual use (**Member Account**). In case this user has an email address registered with us, they will need to log in using their existing credentials and if not, they will need to create a password before they access the Service

6.3.2 Admin Accounts may modify your subscription settings. The Owner's account will count towards the number of users specified in your order.

User access authenticated by a specified I.P. address

6.3.3 you may specify an internet protocol (I.P.) address (and a name for that connection) from which Authorised Users can access the Site (**Authorised I.P.**) Please note that this type of access must only be set up using 'external facing' I.P. addresses.

User access authenticated by a specified I.P. address for 5, 10, 25 and 50 user account levels

6.4 You/Authorised Users may create/specify as many different accounts/I.P. addresses as necessary however, only the number of Authorised Users specified at the time you place your order may concurrently access the Site and use the Service at any one time. If you wish to increase the number of Authorised Users that may concurrently access the Service please contact us by email at irefer@rcr.ac.uk We reserve the right to charge an additional fee for any such increase.

User access authenticated by Social Media

6.5 You may create an account and log in using your Facebook account or Google Account. We do not store any information except for your email address which is required for creating your account. If you wish to find out more about this, please contact us by email at irefer@rcr.ac.uk.

User access authenticated by Organisational Login

6.6 If your organisation is registered with us to provide access through single sign on, you may log in using your organisation's credentials through your organisation's log in page. We do not store any information except for your email address which is required for creating your account. If you wish to find out more about this and/or register your organisation to provide access to your Authorised users through single sign on, please contact us by email at irefer@rcr.ac.uk . or by using the webform at <https://www.irefer.org.uk/contact>.

6.7 While there is no limit towards the amount of member accounts that can be created and associated in this way, only the number of Authorised Users specified at the time you place your order may concurrently access the Site and use the Service at any one time.

6.8 If you terminate your subscription in accordance with paragraph 1.9 of these Terms, unless in our sole discretion we decide otherwise, you and your Authorised Users will be downgraded from the Full Access Version to the Free Version of the Site.

7 CANCELLATION AND TERMINATION

Cancelling your order

7.1 We may decline your order for any reason, in which case we will send you an e-mail telling you so. If the reason for declining your order is because we cannot obtain

authorisation of your payment details for any reason, then we may invite you to pay by another method.

7.2 Although we try very hard to ensure that all information on the Site is accurate, occasionally errors may occur. If we discover an error in the description of the Service that you have ordered, we will let you know and ask whether you wish to continue with your order or cancel it. If we discover that the correct price of the Service is lower than our stated price, we will charge you the lower amount and process your order. If the correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before processing your order or cancel your order and notify you of such cancellation.

7.3 To avoid any doubt, as this Site and our Service are intended for use by professionals and/or organisations only, you do not have an automatic right to cancel your contract with us. We therefore regret that we do not offer refunds for orders for our Service. This does not affect your statutory rights.

7.4 We reserve the right to terminate your access to the Service if your payment is not processed for any reason, but you have nevertheless received access to the Service and/or the content we make available through it. In such an event, we will notify you that we are withdrawing your access to the Service for this reason.

Terminating a contract for the Service

7.5 You may terminate the contract made between us under these Terms by providing to us written notice of non-renewal of your subscription to the Service in accordance with paragraph 1.9 of these Terms.

7.6 We may terminate any contract between us made under these Terms immediately at an earlier date by giving written notice to you if any User account and/or Authorised I.P. is subject to unauthorised use as a result of your negligence or if you or any User commits a breach of the provisions in paragraph 3 of these Terms.

7.7 We or you may terminate any contract between us made under these Terms immediately at an earlier date by giving written notice to the other in any of the following events:

7.7.1 If the other party commits any breach of any other of these Terms and fails to remedy that breach (if capable of remedy) within 7 days after notice from the other party giving full particulars of breach and requiring it to be remedied; or

7.7.2 If the other party is declared bankrupt, or if any order is made or resolution passed for its winding up, or if enters into liquidation, whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation with the prior approval of the other party), or compounds with or makes any arrangements with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver,

manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it ceases or threatens to cease to carry on its business, or makes any material change in its business, or if it suffers any analogous process under any foreign law.

7.8 Upon termination of a contract made under these Terms, online access to the Full Access Version of the Service by you (as an Individual User) or, if applicable, by all Authorised Users in your organisation shall terminate.

7.9 Termination shall not affect any right to damages or other remedy which the terminating party may have in respect of the event giving rise to the termination.

8 AVAILABILITY OF THE SERVICE

8.1 We make every effort to make the Site and Service available to Users at all times during the term of your subscription period save for routine, essential or emergency maintenance, and to restore access to these services as soon as possible in the event of their interruption or suspension.

8.2 Subject to paragraphs 8.3.1 (essential Site maintenance and upgrades), 8.3.4 (withdrawal of the Site and/or Service) and 15.5 (force majeure), if we do not restore access to the Site and/or Service within a reasonable period following interruption or suspension to them, we will, at our option, either extend the period of access by that equal to the period of unavailability of the Site and/or Service or provide a pro-rata refund of the price you have paid for access to the Service, taking into account the period of unavailability.

8.3 We reserve the right:

8.3.1 to conduct routine, essential and emergency maintenance, software upgrades and other works necessary to maintain the efficient provision of the Site. Where such works result in the Service becoming temporarily unavailable, we will provide you with advance notice wherever possible;

8.3.2 to make changes at any time to all or any parts of the Site and/or the content made available through it, including the Guidelines provided that the functionality and performance of the Service, and the overall content available through the Service shall not be substantially and adversely affected by any such changes. These changes may take the form of the addition, revision, correction, removal or editing of content or the migration to a different format. Furthermore, these changes may be made for legal, editorial or other reasons;

8.3.3 to introduce appropriate technical protection measures to control access to the Site, Service and/or use of any content on the Site in accordance with these Terms; and

8.3.4 to withdraw access to the Site and/or Service at our sole discretion if the provision of the Service is no longer commercially viable from our perspective, if the Guidelines become out of date or for clinical or legal reasons. If we withdraw access in accordance with this paragraph 8.3.4, we will refund to you the fee that you have paid for the Service pro-rated to take into account the unexpired period of the term of your subscription.

9 THIRD PARTY SOFTWARE

9.1 You acknowledge that you might need to download and activate certain third party software in order to access and view the Service provided on the Site. This software will be clearly identified on the Site.

9.2 In order to use such third party software or technology you may have to explicitly accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third party software or their licence terms.

10 LINKS

10.1 The Site may include links to third party websites such as websites relating the provision of healthcare in the United Kingdom. We have not reviewed these third party websites, do not control them and are not responsible for them or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them.

10.2 If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. In particular, any personal information you give to a third party website will be dealt with in accordance with that third party's privacy policy, not ours, so please ensure that you read their privacy policy before you provide any personal information on those websites.

10.3 You may only link to the homepage of this Site from your website, provided:

- the Site is not loaded into frames on your website and is not otherwise passed off as your own content; and
- your website or service does not misrepresent its relationship with the RCR or present false information about the RCR.

10.4 We reserve the right to withdraw linking permission at any time without prior notice.

11 PRIVACY POLICY AND COOKIES

11.1 We take your privacy seriously. Please read our [Privacy Policy](#) to see what personal information we collect and the purposes for which we use this information.

12 INTELLECTUAL PROPERTY

12.1 You acknowledge that all copyright, database right, trade marks and all other intellectual property rights in the Site and the content made available via the Site and the Service, will at all times remain vested in the RCR or its licensors, which reserve all such rights.

12.2 You shall at our request and expense do all such things as may be reasonably required to assist us in taking or resisting any legal proceedings in relation to any infringement of any such rights.

12.3 For information on how you are permitted to use the content made available on the Site, please see the permitted uses and restrictions of use set out above under paragraph 2 in these Terms.

12.4 “The Royal College of Radiologists”, “RCR” and “iRefer” are registered trade marks of the RCR. All other brand names and trade marks that appear on the Site are trade marks or trade names of their respective holders. No permission is given in respect of the use of any of these brands or marks, and any such use may constitute an infringement of the holder’s rights.

13 INDEMNITY

13.1 You agree to indemnify, defend and hold harmless the RCR, its officers, members, employees, fellows and licensors from and against any claim, liability, cost, damage or loss the RCR, its officers, members, employees, fellows and licensors may suffer, incur or pay (including reasonable legal fees) as a result of any actions Users take which disrupt access to or affect the functioning of the Site or as a result of any breach by you of your obligations under these Terms, including but not limited to any breach by Users of the permissions granted to them under these Terms.

14 EXCLUSIONS & LIMITATIONS OF LIABILITY

14.1 The content and Service available on the Site are provided on an "as is" basis. Subject to paragraph 14.3 these Terms shall apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.

14.2 In particular:

14.2.1 subject to your remedy in the event of the unavailability or interruption of the Service provided in paragraph 8.2:

14.2.1.1 we do not make any promises about the availability of the Site or Service or promise that your access to the Site, Service or our content will be delivered uninterrupted, timely or error-free; and

14.2.1.2 we disclaim any liability in connection with any technical problems you may experience with the Site or Service which may result in interruptions to them.

14.2.2 we make no warranties in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horses, cancelbots, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, the Site or the server that makes it available. In this respect you agree that it is your responsibility to install, in accordance with good industry practice, suitable anti-virus and security software on your computer hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of the Site is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content.

14.2.3 the Guidelines and other content on the Site have been produced by us for use by appropriately qualified professionals, and the making of any decision regarding the applicability and suitability of the material in any particular circumstance is subject to the user's professional judgement. Although the Site is provided in good faith and we try to ensure that the information on the Site is accurate and complete, we cannot and do not guarantee the accuracy, integrity, quality or completeness of the content available via the Site or its usefulness for any particular purpose. Accordingly, subject to paragraph 14.3, we, our officers, members, employees, Fellows, or any other person contributing to the formulation of the content on the Site shall not be responsible for any loss of any nature or harm suffered by you, or by any of your clients, customers, patients or other third parties, as a direct or indirect result of your/their use of any of the content or services available on the Site or of making any decision or taking any action (or refraining from doing so), based wholly or partly on the Guidelines or any other information or data contained within the content on the Site or made available through the Service, including any such use, action or decision made or taken after the date that we withdraw access to the Site and/or Service.

14.3 Nothing in these Terms will restrict our liability for death or personal injury resulting from our negligence, for fraud or fraudulent misrepresentation or for any other liability that cannot be limited or excluded by applicable law.

14.4 Subject to paragraph 14.3 and to the fullest extent allowed by law, we will not be liable for (i) death or personal injury except as a result of our negligence; (ii) any loss of: data; use; reputation; goodwill or opportunity or wasted expenditure; (iii) any loss of or failure to realise expected profit, revenue or savings or any other form of pure economic loss, whether such loss is direct or indirect; or (iv) any indirect, special, incidental, punitive, consequential damages or losses that you may suffer or incur.

14.5 Your sole remedy in the event of the unavailability or interruption of the Service shall be as set out in clause 8.2.

14.6 Other than as set out above in this paragraph 14, our maximum aggregate liability to you arising from or in connection with these Terms including any contract made under them, whether arising in contract, tort, out of breach of statutory duty or otherwise, and, whether in respect of a single event, series of connected events or of unconnected events, shall not exceed an amount equal to the fees paid by you to us for 12 months of access to the Service.

15 GENERAL

Changes to these Terms and the Site

15.1 We may change these Terms at any time by sending you an email with the modified Terms or by posting a copy of them on the Site. Any changes will take effect seven (7) days after the date of the email or the date on which we post the modified Terms on the Site, whichever is the earlier. Your continued use of the Site after that period expires means that you agree to be bound by the modified Terms.

15.2 To ensure that you are aware of the most up to date version of these Terms, you will be asked to accept these Terms each time you place an order. We also recommend that you print and keep a copy for your records.

15.3 We reserve the right:

15.3.1 to make changes at any time to all or any parts of the Site and the details displayed on it (including content and prices);

15.3.2 to make changes from time to time to all or any parts of the Service (including any content accessible through that Service) provided that the functionality and performance of the Service, and the overall content made available, shall not be substantially and adversely affected from your perspective by any such changes. These changes may take the form of the addition, revision, correction, removal or editing of content or the migration to a different format. Furthermore, these changes may be made for legal, editorial or other reasons;

15.3.3 to introduce appropriate technical protection measures to control access to the Service and/or use of any content on the Site in accordance with these Terms provided that no such measure shall adversely affect your rights or those of Individual Users or Authorised Users under these Terms.

Assignment

15.4 You may not assign, sub-license or transfer all or parts of your rights or obligations under these Terms without our prior written consent.

Force Majeure

15.5 Occasionally we are unable to perform our obligations under these Terms due to circumstances beyond our reasonable control. In such circumstances including, but not limited to, system failure, fire, flood, earthquake and other natural physical disasters, strikes, trade disputes, lock outs, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war, our inability or delay in performing our obligations will not be deemed to be in breach of contract.

Representations

15.6 Each party acknowledges that in accepting these Terms it has not relied and is not relying on any representations or warranties (whether implied or otherwise) other than those expressly set out in these Terms and the parties irrevocably and unconditionally waive any right they may have to any remedy in respect of any other such representation or warranty except in the case of fraud.

Severability

15.7 If any of these provisions is deemed invalid, illegal, void, unenforceable or in conflict of the applicable law of any jurisdiction, that provision will be deemed severable from the rest and will not affect the validity, legality and enforceability of any remaining provisions.

Entire agreement

15.8 These Terms govern our relationship with you and represent our entire agreement with you in connection with your use (and that of Individual Users or Authorised Users) of the Site and the content made available through it.

Waiver

15.9 If you breach these Terms and we choose to ignore your breach, we will still be entitled to use the rights and remedies available to it at a later date or in any other situation where you breach the Terms again. A waiver of any provision(s) of these Terms by us shall not be deemed a waiver of any other provision(s) of these Terms.

Exclusion of third party rights

15.10 These Terms do not create any right enforceable by any person who is not a party to them.

Governing law

15.11 Any disputes or claims arising out of or in connection with the contract are governed by and construed in accordance with the laws of England and Wales.

Dispute resolution

15.12 In the event of any dispute or controversy arising out of or in connection these Terms, the parties agree to follow the procedure set out below:

15.12.1 We shall both in the first instance, use our reasonable efforts to resolve the dispute as soon as possible. We each shall, without delay, continue to perform our respective obligations under these Terms, which are not affected by the dispute.

15.12.2 If we are both unable to resolve the dispute, we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

15.12.3 If neither of us initiate the mediation procedure within 14 days of the dispute arising or if we both fail to agree terms of settlement within 30 days of the initiation of the procedure, we shall both resolve the dispute by binding arbitration before a single arbitrator in accordance with the then current international arbitration rules of the International Chamber of Commerce. The seat, or legal place, of arbitration shall be London, England. The arbitration, including all hearings and meetings, shall take place in London, England and shall be conducted in the English language. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under these Terms.

15.13 Nothing in this paragraph or in the Rules of the International Chamber of Commerce shall prevent either you or us from applying to the court of any jurisdiction for such provisional or protective measures as are available under the laws of that jurisdiction.

16 NOTICES

16.1 All notices required or permitted under these Terms will, when provided by us, be given in writing to the address and/or e-mail address provided by you at the time you place your order, or, when being provided by you, be given in writing to our postal address in paragraph 18 below using an internationally recognised express courier service.

17 COMPLAINTS

17.1 If you have any complaints, please contact us by e-mail at complaints@rcr.ac.uk or by post using the address below and we will do our best to resolve them.

18 CONTACT US

The Site is owned and operated by the Royal College of Radiologists, a body constituted by Royal Charter in England and a charity registered with the Charity Commission for England and Wales. Principal Address: The Royal College of Radiologists, 63 Lincoln's Inn Fields, London WC2A 3JW, UK.

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