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Welcome to the British Council, the United Kingdom's international organisation for cultural relations and educational opportunities.

The British Council is incorporated in England and Wales by Royal Charter and registered as a charity (under number 209131 in England and Wales and number SC037733 in Scotland). Its registered office is at 10 Spring Gardens, London, SW1A 2BN.

## What are these Terms of Use about?

We thank you for wanting to engage online with the British Council and ask that you take time to read these Terms of Use carefully. They explain a number of things including, for example, the rules covering your use of this site as well as other information regarding your rights. There is also a section below that explains the legal terms and conditions that will apply if you purchase online courses and publications through any of the Sites (as defined below). Use of the British Council websites at <http://professionalskills.britishcouncil.org/>, <http://www.teachingenglish.org.uk/>, <http://learnenglish.britishcouncil.org/en/>, <http://learnenglishteens.britishcouncil.org> and <http://learnenglishkids.britishcouncil.org/en/> (the “Sites”) is subject to these Terms of Use. Users who do not accept these Terms of Use are not authorised to use or continue using the Sites.

The Terms of Use may change from time to time and, if they do, the up-to-date version will always be available on the Sites. We will also indicate at the top of these Terms of Use when they were last updated. Any revised version of these Terms of Use will be effective immediately when it is displayed on the Sites.

## What must you do and not do when accessing the Sites?

In accessing any part of the Sites, you agree:

- to behave in a respectful way to all other users of the Sites and not to use the Sites in such a way that disrupts, interferes with or restricts the use of the Sites by other users;
- not to upload, display or transmit any materials through the Sites which are false, offensive, defamatory, threatening, obscene, unlawful or which infringe the rights of any other person anywhere in the world;
- not to reverse engineer, decompile, copy or adapt any software or other code or scripts forming part of any of the Sites or attempt to transmit to or via the Sites any information that contains a virus, worm, Trojan horse or other harmful or disruptive component;
- not to change, modify, delete, interfere with or misuse data contained on the Sites and entered by or relating to any third party user of the Sites; and
- not directly or indirectly to suggest any endorsement or approval by the British Council of a product or service (for instance, a personal website) or any non-British Council entity, product or content or any belief or opinion expressed within a product or service.

Where you are required to use a password to access any part of the Sites, you agree:

- to ensure that any details supplied to the British Council in order to register for such access are accurate and to advise the British Council promptly in the event that any such details change;
- not to register as or on behalf of anyone else, impersonate anyone else, seek to take on a false identity or misrepresent yourself, your identity or your age;
- to be entirely responsible for any activity that occurs under your profile name;

- to keep secret any password used by you; you must change your password if you believe it is no longer secret; and
- if the British Council believes that you have not abided by these Terms of Use, the British Council, in its sole discretion, reserves the right to refuse you any use of and/or access to the Sites or any other British Council site and/or remove any of Your Content (as defined below) from the Sites, with or without notice.

## What links are permitted to and from the Sites?

The Sites contain links to other websites on the Internet. Your use of these other websites will be subject to any terms of use displayed on those websites and you acknowledge that the British Council has no responsibility under these Terms of Use for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites. The inclusion of a link to a third party website does not imply endorsement of that third party website by the British Council or any association with its operators. Any purchase of goods or services through such other websites will be subject to the terms and conditions of sale brought to your attention before or at the time of purchase.

The Sites may contain content which does not derive from the British Council. Any views expressed in such content by individuals who are employed by, or contracted to, the British Council may not represent the views of the British Council and the British Council shall not be responsible or liable for any such content or for the consequences of the use of it.

As a general rule, the British Council will not object should you have a text link from your website to the Sites. However, you may not incorporate any part of the Sites into different websites or products. Further, you may not link to the Sites if you create or post any illegal, obscene or offensive content, or if the link in any way has a negative impact on the British Council's reputation. The British Council reserves the right to restrict the posting of links to the Sites at its sole discretion.

## What content is published on the Sites?

### Your Content

**"Your Content"** means any content created, developed or in any way added on or to the Sites by you or through your password-protected account.

By uploading or otherwise adding Your Content to any of the Sites, you confirm that all Your Content is your original work, is not defamatory, does not infringe any laws and that you have the consent of anyone who is identifiable in Your Content (or the consent of their parent/guardian if they are under 16).

Provided that Your Content is your original work, copyright in Your Content will remain with you and the rights granted to the British Council to make use of Your Content are not exclusive, so you can continue to use the material in any way, including allowing others to use Your Content.

### British Council Content

**"British Council Content"** means all text, graphics, user interfaces, visual interfaces, photographs, trade marks, logos, video media, artwork, designs and other content made available to you by the British Council through the Sites.

The British Council is the owner or the licensee of all intellectual property rights in the British Council Content and in the design, structure, "look and feel" and the arrangement of the Sites. The content and materials are protected by copyright laws and treaties around the world.

The British Council uses Moodle to provide online courses. The overall Moodle software package is Copyright © 1999 onwards, Martin Dougiamas with portions contributed/copyrighted by many others and all of it is provided under the terms of the [GNU General Public License](#).

## How may content be used?

By uploading or otherwise adding Your Content to any of the Sites, you grant to the British Council, free of charge, permission to use Your Content in any way it wants (including modifying and adapting it for operational and editorial reasons) in any media worldwide. If you do not want the British Council to make use of Your Content, please do not upload or otherwise add any content to the Sites.

You may access, download, view and/or listen to British Council Content as supplied to you by the British Council and you may not, and you may not assist anyone to, or attempt to, reverse engineer, decompile, disassemble, adapt, modify, copy, reproduce, lend, hire, rent, perform, sub-license, make available to the public, create derivative works from, broadcast, distribute, commercially exploit, transmit or otherwise use in any way British Council Content in whole or in part except to the extent permitted in these Terms of Use, any relevant additional terms included on the Sites and at law.

You may view, print off, and download extracts, of any page(s) from the Sites for your personal use and you may draw the attention of others to material posted on the Sites.

Material contained in the Sites may not otherwise be copied, reproduced or redistributed in whole or in part without the prior written consent of the British Council. In particular it must not be reproduced or exploited for commercial gain. All other rights are reserved and users must ask permission from the British Council before making any other use of material contained in the Sites. This permission to reproduce material does not extend to material identified as belonging to third parties, where users must obtain the permission of the relevant owners before reproducing such material.

## Do these Terms of Use apply to competitions on the Sites?

From time to time, the British Council may conduct promotions on or through the Sites, including, without limitation, auctions, contests and sweepstakes ("**Competitions**"). Each Competition may have additional terms and conditions and/or rules which will be posted or otherwise made available to you and, for the purposes of each Competition, these Terms of Use will be deemed incorporated into and form a part of the Competition rules.

## How will your privacy be protected?

The British Council is the data controller of any personal data collected through the Sites for the purpose of the Data Protection Act 1998.

By using the Sites, you consent to the British Council processing any personal data (including sensitive personal data) collected from you in accordance with our [Privacy](#) policy.

## What happens if anything goes wrong with the Sites?

The Sites have been prepared with the aim of providing key information about the British Council and the work we do and does not constitute advice in relation to any particular situation.

Owing to the nature of the Internet, the British Council cannot guarantee that the Sites or the websites to which they are linked will be available to you. You should ensure that you have appropriate protection against viruses and other security arrangements in place whilst using the Internet.

Although every reasonable effort has been made to ensure that the information on the Sites was accurate at the time of publication, it is subject to variation at any time without notice and the material displayed on the Sites is provided without any guarantees, conditions or warranties as to its accuracy.

The Sites and any information or other material contained in them are made available strictly on the basis that you accept them on an 'as is' and 'as available' basis. Where you rely on any information or other material contained in the Sites, you do so entirely at your own risk and you accept that all warranties, conditions and undertakings, express or implied, whether by common law, statute, trade usage, course of dealings or otherwise in respect of the Sites are excluded to the fullest extent permitted by law.

The British Council, its subsidiaries and holding companies, the subsidiaries of their holding companies and each of their respective officers, directors, shareholders, employees, representatives and agents exclude all liability arising from your use of the Sites to the fullest extent permitted by law (except where liability arises from your purchase of any online course or publication through any of the Sites, in which case please see "What terms and conditions will apply if you purchase online courses or publications through the Sites?").

### Which laws apply to your use of the Sites?

The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to any of the Sites although the British Council retains the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These Terms of Use and any dispute or claim arising out of or in connection with them or their 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.

### What terms and conditions will apply if you purchase online courses or publications through the Sites?

This section tells you information about the additional legal terms and conditions on which the British Council sells any of the online courses ("**Courses**") and publications ("**Publications**") listed on the Sites to you.

These Terms of Use (including without limitation the terms set out in this section) will apply to any contract between you and the British Council for the sale of Courses and/or Publications ("**Contract**"). Please read this section carefully and make sure that you understand them, before ordering any Courses and/or Publications from the Sites. Please note that by ordering any of the Courses and/or Publications, you agree to be bound by the terms of this section and the rest of these Terms of Use.

If you refuse to accept the terms set out in this section, you will not be able to order any Courses and/or Publications from our site.

The British Council may amend this section from time to time. Every time you wish to order Courses and/or Publications, please check these Terms of Use, and in particular this section, to ensure you understand the terms which will apply at that time.

### How old must you be to purchase Courses or Publications?

You may only purchase Courses and/or Publications from the Sites if you are at least 18 years old. If you are under 18 years old and would like to access Courses and/or Publications from the Sites, please ask your parent or guardian to purchase the Courses and/or Publications for you.

### How is the Contract formed between you and the British Council?

For the steps you need to take to place an order on the Sites, please see our [How To Purchase Online Courses and Publications](#) page .

The order process allows you to check and amend any errors before submitting your order to the British Council. Please take the time to read and check your order at each page of the order process.

After you place an order, you will receive an e-mail from the British Council acknowledging that your order has been received. However, please note that this does not mean that your order has been accepted. The British Council will confirm its acceptance to you by sending you an e-mail that confirms that the Courses and/or Publications you have ordered have been dispatched or made otherwise available to you ("**Dispatch Confirmation**"). The Contract between you and the British Council will only be formed when the British Council sends you the Dispatch Confirmation.

If the British Council is unable to supply you with a Course or Publication, for example because a Publication is no longer available or because of an error in the price on the Site, the British Council will inform you of this by e-mail and will not process your order. If you have already paid for the relevant Course or Publication, the British Council will refund you the full amount as soon as possible.

**In what circumstance can you cancel the Contract?**

You have a legal right to cancel a Contract during the period set out below. This means that during the relevant period if you change your mind or for any other reason you decide you do not want to take the Course or keep a Publication, you can notify us of your decision to cancel the Contract and receive a refund.

However, this cancellation right does not apply if you have purchased any software, DVD or CD that has a security seal which you have opened or unsealed.

Your legal right to cancel a Contract starts from the date of the Dispatch Confirmation, which is when the Contract between you and the British Council is formed. Your right to cancel a Contract ends:

- for any Course purchased, ten working days after the date of the Dispatch Confirmation, or (if earlier) when you begin the relevant Course; and
- for any Publication purchased, ten working days after you have received the relevant Publication.

Saturdays, Sundays or public holidays are not counted as "working days".

**How do you cancel a Contract?**

To cancel a Contract, you must contact the British Council in writing by sending an e-mail to [onlinecourses@britishcouncil.org](mailto:onlinecourses@britishcouncil.org) or by sending a letter to The British Council, 10 Spring Gardens, London, SW1A 2BN and marked For the Attention Of: English Product Development department. You may wish to keep a copy of your cancellation notification for your own records.

**Will you receive a refund?**

If you cancel the Contract in accordance with this section, you will receive a full refund of the price you paid for the relevant Course(s) and/or Publication(s) and any applicable delivery charges you paid for. The British Council will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you gave the British Council notice of cancellation as described in the "How do you cancel a Contract?" section.

If you have cancelled a Contract to purchase a Publication which has been delivered to you:

- you must return that Publication to the British Council as soon as reasonably practicable;

- unless that Publication is faulty or not as described, you will be responsible for the cost of returning that Publication to the British Council (if you have returned the Publication to the British Council because it is faulty or mis-described, the British Council will refund the any reasonable costs you incur in returning that Publication to the British Council); and
- you have a legal obligation to keep that Publication in your possession until it is returned to the British Council and to take reasonable care of that Publication while it is in your possession.

When will you be able to access the Course or receive the Publication ordered?

Your order will be fulfilled by the estimated delivery date set out in the Dispatch Confirmation, unless there is an Event Outside Our Control (as described below). If the British Council is unable to meet the estimated delivery date because of an Event Outside Our Control, it will contact you with a revised estimated delivery date.

Delivery will be completed when the ordered Course(s) is/are made available to you or the ordered Publication(s) is/are delivered to the address you gave us (as applicable). Any Publications you order will be your responsibility from the completion of delivery. You will own the ordered Publication(s) once the British Council has received payment in full, including all applicable delivery charges.

What will the Courses and Publications cost?

The prices of the Courses and Publications will be as quoted on the relevant Site from time to time. The British Council takes all reasonable care to ensure that the prices of Courses and Publications are correct at the time when the relevant information was entered onto the system.

Prices for the Courses and Publications may change from time to time, but changes will not affect any order which has been confirmed with a Dispatch Confirmation.

The price of a Course or Publication includes VAT (where applicable) at the applicable current rate chargeable in the UK for the time being. However, if the rate of VAT changes between the date of your order and the date of delivery, the British Council will adjust the VAT you pay, unless you have already paid for the relevant Course(s) and/or Publication(s) in full before the change in VAT takes effect.

The price of a Course or Publication does not include delivery charges. Delivery charges are as quoted on the relevant Site from time to time.

Please note it is always possible that, despite the British Council's reasonable efforts, some of the Courses or Publications on the Sites may be incorrectly priced. If the British Council discovers an error in the price of the Courses or Publications you have ordered, it will inform you of this error and give you the option of continuing to purchase the relevant Course(s) or Publication(s) at the correct price or cancelling your order. The British Council will not process your order until it has your instructions on this. If the British Council is unable to contact you using the contact details you provided during the order process, it will treat the order as cancelled and notify you in writing. Please note that if the pricing error is obvious and unmistakeable and could have reasonably been recognised by you as a mispricing, the British Council does not have to provide the relevant Course(s) or Publication(s) to you at the incorrect (lower) price.

How do you pay for Courses and Publications?

You can only pay for Courses and Publications through PayPal (Europe) Sarl et Cie, SCA ("**PayPal**"), and by ordering any Course(s) and/or Publication(s) you authorise the British Council to obtain payment of the charges applicable to such Course(s) and/or Publication(s) through PayPal.

Payment for the Courses and Publications and all applicable delivery charges is in advance.

What happens if the British Council fails to comply with this section?

If the British Council fails to comply with this section entitled “What terms and conditions will apply if you purchase online courses or publications through the Sites?”, the British Council will be responsible for loss or damage you suffer that is a foreseeable result of its breach of this section or its negligence, but the British Council is not responsible for any loss or damage that is not foreseeable. Losses or damages are foreseeable if they were an obvious consequence of the British Council’s breach or if they were contemplated by you and the British Council at the time the Contract was entered into.

The British Council only supplies the Courses and Publications for domestic and/or private use. You agree not to use the Courses and Publications for any commercial, business or re-sale purposes, and the British Council has no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

The British Council does not in any way exclude or limit its liability for:

- death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the terms implied by section 12 of the UK Sale of Goods Act 1979 (title and quiet possession);
- any breach of the terms implied by section 13 to 15 of the UK Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- defective products under the UK Consumer Protection Act 1987.

What happens if an event outside the British Council’s control occurs?

The British Council will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under a Contract that is caused by an Event Outside Our Control. An “**Event Outside Our Control**” means any act or event beyond the British Council’s reasonable control.

If an Event Outside Our Control takes place that affects the performance of the British Council’s obligations under a Contract:

- the British Council will contact you as soon as reasonably possible to notify you; and
- the British Council’s obligations under a Contract will be suspended and the time for performance of those obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects the British Council’s delivery of Publications or the availability of Courses to you, the British Council will arrange a new delivery date with you after the Event Outside Our Control is over.

Are there any other terms that apply to the Contract?

The British Council may transfer its rights and obligations under a Contract to another organisation, but this will not affect your rights or the British Council’s obligations under these Terms of Use. You may only transfer your rights or your obligations under these Terms of Use to another person if the British Council agrees in writing.

Any Contract is between you and the British Council. No other person shall have any rights to enforce any of its terms, whether under the UK Contracts (Rights of Third Parties Act) 1999 or otherwise.

Each sentence of these Terms of Use operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining sentences will remain in full force and effect.

If the British Council fails to insist that you perform any of your obligations under these Terms of Use, or if the British Council does not enforce its rights against you, or if the British Council delays in doing so, that will not mean that the British Council has waived its rights against you and will not mean that you do not have to comply with those obligations. If the British Council does waive a default by you, it will only do so in writing, and that will not mean that the British Council will automatically waive any later default by you.

### How can you contact the British Council?

If you have any queries, comments or complaints regarding the Sites or these Terms of Use, please [contact us](#).