

Terms & Conditions – Document Delivery & Inter Library Loans Service

In consideration of **The Royal Society of Medicine** agreeing to supply documents (and any related services), you, the Customer, agree to the following terms and conditions:

A. DEFINITIONS

1. By placing a request for the supply of documents, you (the '**Customer**') are entering into an agreement with **The Royal Society of Medicine**, 1 Wimpole St, London W1G OAE (the '**RSM**'). The document delivery service is provided by the library of the RSM (the '**RSM Library**').
2. The agreement consists of the [Document Delivery Request Form](#) referencing these Terms and Conditions, and supersedes any previous agreement with respect to the same subject matter.
3. The **Customer** is a person requesting and placing an order for documents or any related service as an individual or on behalf of any legal or commercial entity.
4. **Documents** are journal articles or book chapters held in the RSM Library's extensive collections; or books or articles sourced from other libraries. The **Document Delivery Service** (the '**DDS**') refers to the copying or electronic downloading and delivery of those articles or book chapters, posted or emailed to the customer; and to the supply of books or articles obtained through the **Inter Library Loan Service** (the '**ILLS**').
5. The **Copyright Licensing Agency** (the '**CLA**') sets limits on what we are permitted to copy or download on our customer's behalf, as do our licence agreements for subscription databases.
6. **Commercial requests** are requests for the supply of documents for commercial purposes including for-profit medical research, private consulting and entrepreneurial activities; or requests from or on behalf of, commercial organisations; or requests which are for *any* use other than research and private study.
7. These **Terms and Conditions** shall apply in their entirety to all contracts for DDS to the exclusion of all other terms proffered by the Customer. The RSM reserves the right to make changes to these Terms and Conditions at any time and the Customer will be subject to the conditions in force at the time the Customer places a request.

B. PRICING & FEES

Terms relating to the pricing of material to be sourced, copied and delivered.

8. Prices for the supply of documents and timescales for delivery are outlined in the [Library Services Price List](#).
9. Pricing of the DDS and ILLS reflects a number of variables including membership of the RSM, timescale for delivery, article length and the age of the material copied. The RSM Library also reserves the right to charge higher prices for certain items where necessary to reasonably cover our costs.
10. The RSM Library is subject to strict copyright and licence terms in the delivery of its service and consequently reserves the right to refuse supply, charge at a commercial rate or pass on copyright fees where we believe the use is or will be other than described. Some requests for example, may incur additional copyright clearance fees (as set by the CLA) if more than one article from a single journal issue is required, if the article is to be circulated in an organisation, or if the copy is for commercial purposes.
11. You will be advised of the final price to be paid before we proceed with a request, at which point you will become liable for the agreed fee; please inform the RSM Library immediately if you wish to terminate the request. Where we cannot conclude a final price until delivery (e.g. for some overseas inter library loan requests or postal rates), we will obtain your agreement before proceeding with the request.
12. Prices are reviewed annually with any changes effective from 1st October of each year; orders placed prior to 1st October will continue to be supplied at the preceding year's rates, even if delivery takes place after this date. The RSM Library also reserves the right to amend the Document Delivery prices at any time without notice, should errors, omissions or other exceptional circumstances arise.
13. All major credit and debit cards are accepted. Credit/debit card payment details are required before documents are despatched and the Customer must arrange payment at the time of submitting a request. The deadline to complete an order begins from the first full working day (or hour, in the case of Premium and Urgent services), that the RSM Library receives payment details.

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C. SERVICE STANDARDS

Terms relating to the delivery and receipt of documents supplied by the RSM Library.

14. Documents are sourced, copied and despatched by email, post or collected in person, within the following timescales, dependant on the service requested and price agreed. All timescales are subject to the necessary copyright agreements being completed, any queries regarding the request having been resolved and payment details provided:
 - a) **Standard** requests are dispatched within 3 working days;
 - b) **Premium** requests (up to 24 hours to dispatch) must be received by 1pm to be dispatched same day; requests received after 1pm will be dispatched next day;
 - c) **Urgent** requests (up to 2 hours to dispatch) must be received by 3pm to be dispatched same day; requests received after 3pm will be dispatched next day.
15. Acceptance of Premium and Urgent requests are subject to workload and staff availability and the RSM Library reserves the right to decline the standard of service requested where it cannot be adequately resourced.
16. Requests are serviced only during 'working days', i.e. standard office hours, Monday to Friday, 9:30am to 5:30pm, excluding all public bank holidays and RSM building closure days (between Christmas and New Year).
17. The RSM Library will always endeavour to meet requested deadlines but reserves the right to extend the deadline in some circumstances (e.g. where we are unable to meet the request due to staff availability, missing stock or e-service downtime) and will charge the appropriate rate for the service supplied. The RSM Library will not be held liable for any loss or damage arising, suffered by the Customer, or by other persons.
18. In the unlikely event of there being a problem with the documents we deliver (e.g. poor copies, illegible text, missing pages or inactive electronic copy), you must notify the RSM Library immediately and no later than 14 days after the date the request was placed, and return the copies within 14 days thereafter. Outside of these time periods, and if the copies are not returned, no refund can be given. Where items are repeatedly

returned or are lost in the post or there is no legitimate reason for their return, RSM Library reserves right to charge and recover the full rate from you.

19. Where the RSM Library supplies copies electronically (by secure email, MoveIT software or the British Library's Secure Electronic Delivery), the copies will be available for no more than 14 days, may be printed only once and may not be forwarded once downloaded to a desktop. All copies must be deleted once they have been read or printed by the Customer, as stipulated in our [Document Delivery Licence](#) with the CLA:

"The following item is a work protected by copyright which has been supplied and transmitted by electronic means. The following are NOT permitted, unless you have the permission of the copyright owner or of The Copyright Licensing Agency Ltd and save as may be permitted by statute:

- a) *printing more than a single paper copy, which itself may not be further copied;*
- b) *retransmitting the article to anybody else, other than to enable a single paper copy to be printed out by or for the individual who originally requested the item;*
- c) *electronically storing any copy of the article."*

20. On a quarterly basis or as and when requested, the RSM Library is required to supply the CLA with data including the article citation requested, company name and location, and CLA account code (where supplied).

D. GENERAL TERMS AND CONDITIONS

21. The RSM will not be held liable for any loss or damage, whether in contract or tort, foreseeable or otherwise, arising out of, or in connection with, the Customer's use of the documents supplied or reliance on the research findings contained therein.
22. The RSM processes personal data in accordance with the General Data Protection Regulation (GDPR). To find out what personal data we collect and how we use it, please read our [Privacy Policy](#).

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**Library
The Royal Society of Medicine**