

TERMS AND CONDITIONS (“CONDITIONS”) APPLYING TO THE CONTRACT FOR THE PROVISION AND USE OF THE ALLERGWISE ONLINE TRAINING

1 Definitions and interpretation

- 1.1 In these Conditions the following expressions have the following meanings:
Commencement Date — the date the Customer first logs onto the AllergWise online training website
Contract — means the contract between The Anaphylaxis Campaign and the Customer in relation to the Services and the Licence
Customer — the person so named on the Order Form
Fee — the fee set out on the Order Form
AllergWise online training — the online training courses of such name established by The Anaphylaxis Campaign which facilitates online training on managing severe allergies
Term — A period of two months starting on the Commencement Date
Licence — the licence set out in condition 8
Order Form — the order form in respect of the AllergWise online training submitted by the Customer either by post or over the telephone
Resource Pack — the resource pack provided by The Anaphylaxis Campaign which accompanies the AllergWise healthcare professionals version of the AllergWise online training.
Services — the services to be provided by The Anaphylaxis Campaign pursuant to the Contract
Content — the content put on the AllergWise online training forum by the Customer
- 1.2 The headings to these Conditions are not to affect the construction or interpretation of the Contract.
- 1.3 The singular includes the plural and vice-versa in the Contract.
- 1.4 References to “writing” or in the Contract do not include e-mail.

2. Conditions

- 2.1 These Conditions and the Order Form form the Contract and apply to the exclusion of all other terms and conditions, including any which the Customer may seek to apply.
- 2.2 The Order Form constitutes an offer by the Customer to purchase the Services and the Licence pursuant to the Contract.
- 2.3 The submission of an Order Form shall be deemed conclusive evidence of the Customer’s acceptance of these Conditions.
- 2.4 The Contract will be formed on The Anaphylaxis Campaign issuing a log-on and password to the Customer to use the AllergWise online training.

3. Term

The Licence shall subsist for the Term and the Contract will automatically terminate at the end of the Term.

4. Services and Fees

- 4.1 In consideration of the payment by the Customer of the Fees, The Anaphylaxis Campaign will grant the Licence to the Customer and provide or procure the provision of the Services during the Term.
- 4.2 Where the Customer is a registered healthcare professional they will receive in the post a Resource Pack and after completing the online training course a certificate.

5. Access

- 5.1 The Anaphylaxis Campaign will provide or procure access to the AllergWise online training via the internet during the Term.
- 5.2 The Customer will be provided with an individual log-on and password in order to access the AllergWise online training but will have to agree to the applicable terms of use.
- 5.3 The Customer must keep their individual log-on and password confidential and not disclose it to any third party.
- 5.4 The Anaphylaxis Campaign does not guarantee access to the AllergWise online training from all browsers.
- 5.5 The Anaphylaxis Campaign will on occasion need to prevent access to the AllergWise online training in order for maintenance or other work to be carried out but will use reasonable endeavours to warn the Customer.
- 5.6 Access to the AllergWise online training may be prevented by reason of events beyond the control of The Anaphylaxis Campaign but in such cases it will use reasonable endeavours to restore it as soon as possible.
- 5.7 The Anaphylaxis Campaign reserves its right at all times to access and monitor the AllergWise online training forum.

6. Use of Content

- 6.1 The Customer shall ensure that its Content does not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party intellectual property rights) (“Inappropriate Content”).
- 6.2 The Customer agrees to indemnify The Anaphylaxis Campaign in respect of all damages, losses and expenses arising as a result of any action or claim that the Content or any other material posted to, linked to or sent from the AllergWise online training by the Customer constitutes Inappropriate Content.
- 6.3 The Customer acknowledges that The Anaphylaxis Campaign has no control over any content placed on the AllergWise online training by other users, does not necessarily monitor the content of the areas of the AllergWise online training read by users and has the right to remove content if it reasonably believes it is Inappropriate Content.

7. Licence

- 7.1 Subject to the Customer paying the Fee, The Anaphylaxis Campaign grants to the Customer for the Term a limited, non-exclusive licence for the Customer to use the AllergWise online training in accordance with the Contract.
- 7.2 All rights in respect of the AllergWise online training not expressly licensed to the Customer under these Conditions are reserved to The Anaphylaxis Campaign or its licensors and the Customer agrees not to take any action with respect to the AllergWise online training which is not expressly authorised under these Conditions.

- 7.3 The Customer does not have the right to use, incorporate into other products, copy, modify, translate or transfer to any other system or platform any part of the AllergWise online training or any modification, adaptation or copy of the AllergWise online training or any part thereof, nor to decompile, reverse engineer, or disassemble any of the software inherent to or otherwise forming part of the AllergWise online training, either in whole or in part, except as expressly provided in these Conditions.
- 7.4 If the Customer is in breach of condition 7.2 or condition 7.3, the Licence will automatically terminate.
- 7.5 The Customer may not lease, sub-license, sell, assign or otherwise transfer the Licence.

8. Payment

The Customer shall pay to the Anaphylaxis Campaign the Fee with the order.

9. Intellectual Property Rights

- 9.1 The Customer acknowledges that all intellectual property rights in or relating to the AllergWise online training (except the Content) are and will remain the exclusive property of the Anaphylaxis Campaign or its licensors.
- 9.2 The Anaphylaxis Campaign grants the Customer a non-exclusive licence during the Term to use such intellectual property rights to the extent required to use the AllergWise online training in accordance with the Contract.
- 9.3 The Customer shall not install or permit to be installed on the AllergWise online training anything which infringes any intellectual property rights of any third party.

10. Limitation of Liability

- 10.1 The Anaphylaxis Campaign does not exclude liability to the Customer:
- 10.1.1 for breach of its obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 10.1.2 for personal injury or death resulting from its negligence;
 - 10.1.3 under section 2(3) Consumer Protection Act 1987;
 - 10.1.4 for any matter for which it would be illegal for it to exclude or to attempt to exclude its liability; or
 - 10.1.5 for fraud.
- 10.2 The Anaphylaxis Campaign gives no warranties or representations with respect to the AllergWise online training or its content and, except as set out in condition 10.1, hereby excludes all conditions and warranties which, but for such exclusion, would or might subsist in favour of the Customer.
- 10.3 Subject to condition 10.1, the Anaphylaxis Campaign will be under no liability to the Customer for any direct, indirect or consequential loss (all three of which terms herein include, without limitation, pure economic loss, loss of revenue, loss of business, loss of data, loss of savings, depletion of goodwill and like loss) arising out of or in connection with:
- 10.3.1 the AllergWise online training or its content or the non-availability or failure of the AllergWise online training;
 - 10.3.2 any breach by The Anaphylaxis Campaign of the Contract.
- 10.4 Subject to condition 10.1 and without prejudice to conditions 10.2 and 10.3, the aggregate liability of the Anaphylaxis Campaign under these Conditions for any injury, direct, indirect or consequential loss (other than for death or personal injury caused by its negligence as defined in section 1 Unfair Contract Terms Act 1977) will be limited to the total Fees paid by the Customer.

11. Confidentiality

- 11.1 The structure, organisation and source code of The AllergWise online training are proprietary confidential information of the Anaphylaxis Campaign and its licensors and the Customer agrees not to provide or disclose, any such information or other information of a confidential nature concerning the AllergWise online training in whole or in part to any third party both during the Term and after it.
- 11.2 The provisions of condition 11.1 will not apply to any information which is:
- 11.2.1 lawfully obtained free of any duty of confidentiality (otherwise than directly or indirectly from The Anaphylaxis Campaign);
 - 11.2.2 already in the Customer’s possession, provided that the Customer can show such possession from written records (other than as a result of a breach of this condition 11); or
 - 11.2.3 which the Customer can demonstrate is in the public domain (other than as a result of a breach of this condition 11).
- 11.3 To the extent that any information is necessarily disclosed pursuant to a statutory or regulatory obligation or court order such disclosure will not be a breach of this condition 11.

12. Consumer Rights

- 12.1 If the Customer is contracting as a consumer, they may cancel the Contract at any time within seven working days.
- 12.2 To cancel the Contract, the Customer must inform The Anaphylaxis Campaign in writing.
- 12.3 The Customer will not have any right to cancel the Contract where they have logged onto the AllergWise online training website using their individual log-on and password as this will constitute unsealing the product and no cancellation is permitted once the product has been unsealed.

13. Entire Agreement

- 13.1 These Conditions and the Order Form contain all the terms and conditions which the parties have agreed in relation to the Contract and supersede any prior written or oral, representations, warranties and agreements between them.
- 13.2 Each of the parties acknowledges and agrees that in entering into the Contract, it does not rely on, and shall have no remedy in respect of, any representation, warranty or agreement of any person (whether party to this agreement or not) other than as expressly set out in this agreement.
- 13.3 Nothing in this condition 13 shall operate to limit or exclude any liability for fraud.

14. Governing Law and Jurisdiction

The Contract will be governed by the law of England and the courts of England will have non-exclusive jurisdiction in respect of disputes relating to the Contract.