This page (together with the documents referred to on it) tells you the terms and conditions on which we supply the Allergywise Online Training on our website www.anaphylaxis.org.uk (our site**) to you. Please read these terms and conditions carefully before ordering the Allergywise Online Training from our site. You should understand that by ordering the Allergywise Online Training, you agree to be bound by these terms and conditions.**

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, you will not be able to order the Allergywise Online Training from our site.

1. INFORMATION ABOUT US

1.1 www.anaphylaxis.org.uk is a site operated by The Anaphylaxis Campaign (**we**). We are registered in England and Wales under company number 04133242 and are a charity registered under charity number 1085527 and with our registered office at 1 Alexandra Road, Farnborough, Hampshire GU14 6BU. [Our main trading address is 1 Alexandra Road, Farnborough, Hants GU14 6BU]. Our VAT number is 709 0122 70.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Conditions the following expressions have the following meanings:

Allergywise Online Training	the online website of such name established by us which facilitates online training on managing severe allergies
Commencement Date	the date you first log onto the Allergywise Online Training website
Content	the content put on the Allergywise Online Training website forum by you
Contract	means the contract between us and you in relation to the Services and the Licence entered into pursuant to condition 5
Fee	the fee set out on the Order Form
Licence	the licence set out in condition 13
Resource Pack	the resource section provided by us containing downloadable material from the AllergyWise Online Training
Services	the services to be provided by us pursuant to the Contract
Term	a period of two months starting on the Commencement Date

2.2 The headings to these Conditions are not to affect the construction or interpretation of the Contract.

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2.3 The singular includes the plural and vice-versa in the Contract.

2.4 References to "writing" or in the Contract do not include e-mail.

3. YOUR STATUS

By placing an order through our site, you warrant that:

3.1 you are legally capable of entering into binding contracts; and

3.2 you are at least 18 years old;

3.3 you are resident in the UK; and

3.4 you are accessing our site from that country.

4. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms your individual personal log-in and password to the Allergywise Online Training website. The Contract between us will only be formed when we send you this information.

5. CONSUMER RIGHTS

5.1 If you are contracting as a consumer, you may cancel the Contract at any time within seven working days, beginning on the day after you received your individual log-in and password. In this case, you will receive a full refund of the price paid in accordance with our refunds policy.

5.2 To cancel the Contract, you must inform us in writing.

5.3 You will not have any right to cancel the Contract where you have logged onto the Allergywise Online Training website using your own individual log-on and password as this will constitute unsealing the product and no cancellation is permitted once the product has been unsealed.

6. PRICE AND PAYMENT

6.1 The price will be as quoted on our site from time to time, except in cases of obvious error.

6.2 These prices include VAT.

6.3 Payment must be by credit or debit card. Alternatively an invoice may be requested when making your purchase but the log-in for the course will not be issued until the invoice has been paid in full.

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7. OUR REFUNDS POLICY

7.1 Where you have cancelled the Contract between us within the seven-day cooling-off period (see condition 7.1), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation.

7.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

8. TERM

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

9. SERVICES AND FEES

9.1 In consideration of the payment by you of the Fees, we will grant the Licence to you and provide or procure the provision of the Services during the Term.

10. ACCESS

10.1 We will provide or procure access to the Allergywise Online Training via the internet during the Term.

10.2 You will be provided with an individual log-on and password in order to access the Allergywise Online Training but will have to agree to the applicable terms of use.

10.3 You must keep your individual log-on and password confidential and not disclose it to any third party.

10.4 We do not guarantee access to the Allergywise Online Training from all browsers.

10.5 We will on occasion need to prevent access to the Allergywise Online Training in order for maintenance or other work to be carried out but will use reasonable endeavours to warn you.

10.6 Access to the Allergywise Online Training may be prevented by reason of events beyond our control but in such cases we will use reasonable endeavours to restore it as soon as possible.

11. USE OF CONTENT

11.1 You shall ensure that your 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").

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11.2 You agree to indemnify us 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 Allergywise Online Training by you constitutes Inappropriate Content.

11.3 You acknowledge that we have no control over any content placed on the AllergyWise Online Training by other users; we do not necessarily monitor the content of the areas of the Allergywise Online Training read by users and have the right to remove content if we reasonably believe it is Inappropriate Content.

11.4 Materials provided in the course that are intended for cascading training to others are protected by copyright. If these materials are amended by you for use in training others you may not use the Anaphylaxis name or logo to associate the Campaign with your training materials unless given explicit permission by us in writing.

12. LICENCE

12.1 Subject to you paying the Fee, we grant to you for the Term a limited, non-exclusive licence for you to use the Allergywise Online Training in accordance with the Contract.

12.2 All rights in respect of the Allergywise Online Training not expressly licensed to you under these Conditions are reserved to us or our licensors and you agree not to take any action with respect to the Allergywise Online Training which is not expressly authorised under these Conditions.

12.3 You do 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 Allergywise Online Training or any modification, adaptation or copy of the Allergywise 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 Allergywise Online Training, either in whole or in part, except as expressly provided in these Conditions.

12.4 If you are in breach of condition 13.2 or condition 13.3, the Licence will automatically terminate.

12.5 You may not lease, sub-license, sell, assign or otherwise transfer the Licence.

13. INTELLECTUAL Property Rights

13.1 You acknowledge that all intellectual property rights in or relating to the AllergyWise Online Training (except the Content) are and will remain the exclusive property of us or our licensors.

13.2 We grant to you a non-exclusive licence during the Term to use such intellectual property rights to the extent required to use the Allergywise Online Training in accordance with the Contract.

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13.3 You shall not install or permit to be installed on the Allergywise Online Training anything which infringes any intellectual property rights of any third party.

14. LIMITATION OF LIABILITY

14.1 We do not exclude our liability to you for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

14.2 We give no warranties or representations with respect to the AllergyWise Online Training or its content and, except as set out in condition 15.1, hereby exclude all conditions and warranties which, but for such exclusion, would or might subsist in favour of you.

14.3 Subject to condition 15.1, we will be under no liability to you 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:

(a) the AllergyWise Online Training or its content or the non-availability or failure of the AllergyWise Online Training;

(b) any breach by us of the Contract.

14.4 Subject to condition 15.1 and without prejudice to conditions 15.2 and 15.3, our aggregate liability under these Conditions for any injury, direct, indirect or consequential loss (other than for death or personal injury caused by our negligence as defined in section 1 Unfair Contract Terms Act 1977) will be limited to the total Fees paid by you.

15. CONFIDENTIALITY

15.1 The structure, organisation and source code of the Allergywise Online Training are proprietary confidential information of us and our licensors and you agree not to provide or disclose, any such information or other information of a confidential nature concerning the Allergywise Online Training in whole or in part to any third party both during the Term and after it.

15.2 The provisions of condition 16.1 will not apply to any information which is:

(a) lawfully obtained free of any duty of confidentiality (otherwise than directly or indirectly from us);

(b) already in our possession, provided that you can show such possession from written records (other than as a result of a breach of this condition 16); or

(c) which you can demonstrate is in the public domain (other than as a result of a breach of this condition 16).

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15.3 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 16.

16. ENTIRE AGREEMENT

16.1 These Conditions contain all the terms and conditions which we have agreed in relation to the Contract and supersede any prior written or oral, representations, warranties and agreements between us.

16.2 We each acknowledge and agree 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.

16.3 Nothing in this condition 17 shall operate to limit or exclude any liability for fraud.

17. 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.

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