



## **The Chartered Institute of Environmental Health Limited Individual user e-Learning terms and conditions.**

**IMPORTANT:** THESE TERMS ARE SUBJECT TO ENGLISH LAW AND THE JURISDICTION OF THE ENGLISH COURTS AND CONTAIN EXCLUSIONS, LIMITATIONS AND INDEMNITIES.

**By purchasing a Chartered Institute of Environmental Health Limited (hereinafter "CIEH" Ltd), e-Learning course, you agree to be bound to these Terms and Conditions with the Chartered Institute of Environmental Health Limited located at Chadwick Court, 15 Hatfields, London SE1 8DJ, United Kingdom registered under company number: 01999717.**

## Terms and Conditions

### 1. Definitions

In these Terms, unless the context requires otherwise, the following expressions shall have the following meanings:

**Access Term:** means the period of time during which the Product may be accessed by the Customer.

**Fee:** means the total fee payable by the Customer to CIEH Ltd in consideration of CIEH Ltd grant of the CIEH Ltd e-Learning product.

**Confidential Information:** means any information which is received by one party from the other party under or in connection with these Terms and which is either marked as, or is manifestly, confidential.

**Customer:** is the person who has purchased the Product and completed the Registration step and Enrolled onto the Product.

**Customer Systems:** mean the computer systems operated by or for the Customer and used in conjunction with the Product.

**Product:** means the web-based training product purchased and any other related documentation or material, access to which shall be provided by CIEH Ltd to the Customer pursuant to these Terms.

**Intellectual Property Rights:** means all present and future rights in patents, trademarks, designs, trade or business names, domain names, copyright, database rights, topography rights, rights in know-how, trade secrets, rights of confidence and any other intellectual property right or right of a similar nature anywhere in the world, whether registered or unregistered, whether now known or hereafter invented and including applications for such rights and all extensions, renewals and reversions of such rights.

**Licence:** means the licence granted pursuant to these Terms at Clause 2.1 by CIEH Ltd to the Customer to access the Product.

**Registration:** means the uploading of individual user details by the Customer (or CIEH Ltd on behalf of the Customer) onto the Product to create accounts for the User in order for them to access the Product and "**Registered**" shall be construed accordingly.

**Territory:** means Worldwide

**Terms:** means these terms and conditions and any authorised amendments to any of the foregoing.

### 2. Grant of Licence

2.1 The Customer agrees to purchase from and CIEH Ltd agrees to license the Product to the Customer in accordance with these Terms.

2.2 CIEH Ltd hereby grants to the Customer a non-exclusive, non-transferable licence to use the Product for the Customer's own needs in accordance with these Terms.

### 3. Customers

3.1 Any password or Username assigned to a Customer shall be used solely by the Customer, is not transferable to any third party and shall be kept strictly confidential.

3.2 The Customer agrees that:

- (a) the Product may not be used by any other person
- (b) they shall not disclose their personal password or identifier to anyone without CIEH Ltd's prior consent;
- (c) they shall notify CIEH Ltd immediately if it becomes aware that a password or identifier has become known by anyone not authorised by CIEH Ltd to use the Product, in which case CIEH Ltd shall be entitled to cancel that password or identifier in addition to any other rights and remedies it may have; and
- (d) they shall indemnify CIEH Ltd for all losses, damages and costs suffered or incurred by CIEH Ltd (including loss of revenue) as a result of any unauthorised use of any password or identifier (or the Product) that is caused by the User's breach of clause 3.2(a) above.

3.3 The Customer shall be liable for any failure to comply with these Terms.

### 4. Intellectual Property Rights

4.1 The Customer hereby acknowledges that all Intellectual Property Rights in the Product are owned by or licensed to CIEH Ltd. Save for the Licence granted to the Customer under these Terms, nothing in these Terms shall operate to transfer any Intellectual Property Rights in the Product to the Customer.

- 4.2 CIEH Ltd reserves the right to revise or amend the format and/or content of the Product from time to time. If CIEH Ltd does amend the format and/or content of the Product, it shall attempt to ensure that there is no adverse change in the content, quality or performance of the Product.
- 4.3 Save as expressly permitted hereunder and to the extent permitted by law, the Customer shall not knowingly copy, alter, vary or modify the Product or in any way affect or infringe CIEH Ltd's Intellectual Property Rights, or enter into an arrangement, agreement or understanding which would or might allow or encourage a third party to do so.
- 4.4 The Customer shall promptly notify CIEH Ltd in the event that it becomes aware of any unauthorised use of the Product or any actual or suspected infringement of any of CIEH Ltd's Intellectual Property Rights.

## **5. Customer Responsibilities**

- 5.1 The Customer is not entitled to resell, rent, licence, distribute or otherwise transfer or deal with the Product on a commercial basis or otherwise, save as set out in these Terms. The Customer must not use the Product except as permitted under these Terms, and shall not use the same for any illegal or unlawful purpose so as to bring CIEH Ltd or its business, products or the services provided by CIEH Ltd under these Terms into disrepute.
- 5.2 The Customer shall be responsible for ensuring that the Customer Systems are capable of accessing the Product. Accordingly, CIEH Ltd shall not be responsible for any failure of the Customer to access the Product solely due to a failure of the Customer Systems or events affecting access to the Internet generally (which prevent or delay the Customer accessing the Product).
- 5.3 The Customer shall not knowingly or negligently upload, post, publish, transmit or transfer to the Product any software, files or other material which (a) is, defamatory, illegal, obscene, threatening, abusive, or offensive (or is likely to be perceived as such); (b) is in breach of any Intellectual Property Rights, or damaging or adversely affecting data, software or the performance or availability of the Product; (c) is in breach of any applicable law or regulation; (d) contains any unauthorised

advertising, promotion or solicitation; or (e) materially misrepresents facts which may be damaging or injurious to CIEH Ltd or its subscribers or users. CIEH Ltd reserves the right to remove any such software, files or material which would contravene these prohibitions.

- 5.4 Save as may be expressly stated otherwise, CIEH Ltd does not monitor, approve, endorse or exert editorial control over information posted by the Customer, other subscribers or third parties, and, accordingly, CIEH LTD gives no warranty, representation or undertaking in respect of such information.
- 5.5 The Customer shall comply with all reasonable instructions as to the use of the Product which may be given by CIEH Ltd to the Customer from time to time in writing or posted on the Product from time to time, and shall comply with all applicable laws in exercising its rights under these Terms.

## **6. Term**

- 6.1 The rights and liabilities of the parties under these Terms shall come into effect on the date of product purchase
- 6.2 The access term for the Product is 12 months from purchase.

## **7. Payment**

- 7.1 Payment must be made at the time of product purchase.
- 7.2 The secure credit/debit card processing service for this site has been provided by PayPal Your details may be transferred to PayPal for the sole purpose of processing any transactions you have instigated.
- 7.3 Under no circumstances will your credit/debit card information passed on, sold or loaned to any third party.

## **8. CIEH Ltd Warranties and Disclaimers**

- 8.1 CIEH Ltd shall use reasonable skill and care in the performance of its obligations under these Terms. CIEH Ltd further warrants and represents that it has full capacity and authority to enter into these Terms.
- 8.2 Save as set out in clause 8.1 above, CIEH Ltd gives no warranty:
- (a) as to the accuracy, completeness or suitability of the Product, and the

Customer uses the Product at its own risk;

- (b) that the Product shall be compatible with the Customer Systems other than those meeting the minimum technical specification.
- 8.3 To the fullest extent permissible by law all warranties, conditions or terms other than those expressly set out in these Terms are excluded, including but not limited to implied statutory conditions and warranties.
- 8.4 CIEH Ltd shall not be responsible for any loss or damage caused or alleged to have been caused, directly or indirectly, by the information or ideas contained, suggested or referenced in the Product.
- 8.5 As a convenience to the Customer, the CIEH Ltd websites may include links to sites on the open web and which are beyond its control. CIEH Ltd makes no representations as to the quality, suitability, functionality or legality of any sites to which the Product, CIEH Ltd websites or email alerts link, and the Customer waives any claim it may have against CIEH Ltd with respect to such sites.

## **9. Intellectual Property Rights Indemnity**

- 9.1 Save as provided in clause 9.3, CIEH Ltd will, at its own expense, defend the Customer from and against any claims based on a claim that the Product infringes any copyright or issued patent in the European Union or incorporates any misappropriated trade secret and will pay any costs and damages finally awarded to the Customer in any such action or agreed by CIEH Ltd in any settlement attributable to such claim.
- 9.2 Save as provided in Clause 9.3, in addition to CIEH Ltd's indemnity obligations under Clause 9.1, should the Customer's use of the Product be determined to have infringed, or if, in CIEH Ltd's reasonable judgement, be likely to infringe any Intellectual Property Rights, CIEH Ltd may at its option and expense:
  - (a) procure for the Customer the right to continue using the Product or the relevant part thereof; or

- (b) replace or modify the Product or the relevant part thereof to make the Customer's use non-infringing; or
- (c) if neither option (a) nor (b) are or would be available on a basis that CIEH Ltd finds commercially reasonable, then CIEH Ltd may terminate these Terms and refund to the Customer any Fees paid under these Terms.

- 9.3 The indemnity under Clause 9.1 shall not apply to any allegation of infringement to the extent that it is due to third party products or services or to the Customer having used the Product (a) in a manner not contemplated by these Terms; or (b) in breach of these Terms.
- 9.4 The indemnity contained in Clause 9.1 is contingent upon: (a) the Customer promptly notifying CIEH Ltd in writing of any claim that may give rise to a claim for indemnification under clause 9.1; (b) CIEH Ltd being allowed to control the defence and settlement of such claim; (c) the Customer co-operating (at CIEH Ltd's expense) with all reasonable requests by CIEH Ltd in defending or settling a claim, and (d) the Customer not having made or making an admission or settlement with the third party without CIEH Ltd's prior written consent.

## **10. Support**

- 10.1 During the Access Term, CIEH Ltd will support services to the Customer during the hours from 9.00am to 5.00pm on any day which is not a weekend or a public or bank holiday in the United Kingdom. The Customer must report any problems or errors in accordance with clause 10.1 above, giving full details of the problem or error and any other relevant information requested by CIEH Ltd.
- 10.2 The support services provided by CIEH Ltd under these Terms do not apply to:
  - (a) use of the Product contrary to CIEH Ltd's instructions or these Terms; or
  - (b) defects caused by Customers' negligence, fault or resulting from hardware malfunction or malfunction of other software or the Customer's System or any cause other than the Product itself

## **11. Confidentiality**

- 11.1 Neither party shall disclose to any third party without the prior written consent of the other party any of the other party's Confidential Information. A party shall use Confidential Information received from the other only for the purposes of the proper performance of its obligations and exercise of its rights under these Terms.
- 11.2 Confidential Information shall not include any information which: (a) is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; (b) is acquired from a third party who owes no obligation of confidentiality in respect of the information; or (c) is or has been independently developed by the recipient or was known to it prior to receipt.
- 11.3 Notwithstanding clause 11.1 above, either party shall be entitled to disclose Confidential Information of the other: (a) to their respective insurers or legal advisors; (b) to a third party to the extent that this is required by any court of competent jurisdiction, or by a governmental or regulatory authority, provided that in the case of sub-clause (b) where reasonably practicable (and without breaching any legal or regulatory requirement) not less than 2 working days prior notice in writing is given to the other party

## **12. Liability**

- 12.1 A party shall accept liability without limit for (a) death or personal injury caused by its own negligence or the negligence of its employees acting in the course of their employment; (b) any fraudulent pre-contractual misrepresentations on which the other party can be shown to have relied; and (c) any other liability which by law cannot be excluded or limited.
- 12.2 Subject to clauses 12.1 and clauses 12.3, CIEH Ltd's total liability to the Customer arising under or in connection with these Terms (save for liability under clause 9.1 which is uncapped), whether in contract, tort (including, without limitation, negligence), statute or otherwise shall not exceed the Fees paid by the Customer.
- 12.3 Neither party shall be liable to the other party for any indirect or consequential loss

or damage, nor for loss of profit, goodwill, or business.

## **13. Termination**

- 13.1 If CIEH Ltd reasonably suspects that the Customer is in breach of the Terms, CIEH Ltd may suspend the provision of the Product.
- 13.2 The exercise by CIEH Ltd of any right to suspend its provision of the Product or by either party to terminate the Terms shall not limit any other rights or remedies that party may have, and shall not affect any accrued rights or obligations arising before the date of termination.
- 13.3 The Terms may be terminated forthwith by either party in writing if the other party commits a material breach of these Terms and either (a) the breach is not capable of remedy or (b) the breach is capable of remedy and the breaching party has been advised in writing of the material breach but has not rectified the breach within 30 days of receipt of such notification.

## **14. Assignment**

- 14.1 The Terms are personal to the Customer and the Customer may not assign or otherwise transfer any of its rights or obligations under the Terms to any third party without the prior written consent of CIEH Ltd.

## **15. Notices**

- 15.1 All notices to be sent from one party to the other in connection with the Terms shall be delivered by hand, sent by post, or emailed to the address of the relevant party.
- 15.2 Notices sent by post shall be deemed to have been received two days after posting, otherwise notices shall be deemed to have been received on the next working day following transmission and in the case of service by email the party effecting service shall be required to prove that the notice has been served by the production of an appropriate email report.

## **16. Waiver**

- 16.1 Failure by either party to exercise any right or remedy under these Terms shall not signify acceptance of the event giving rise to such right or remedy nor shall it constitute a waiver of such right or remedy, nor of any other right or remedy.
- 16.2 No waiver of a breach of any terms of

these Terms or of a default under these Terms shall be effective unless in writing, signed by or on behalf of the parties and expressed to be such a waiver.

**17. Severance**

Each provision of the Terms is severable from the rest of the Terms and, if one part should be found to be invalid, illegal or void for any reason, it shall not affect the validity or legality of any other part, and the remaining parts shall continue to have full force and effect.

**18. Entire Terms**

These Terms form the entire agreement between the parties in respect of the subject matter of these Terms.

**19. Rights of Third Parties**

A person who is not a contracting party to these Terms shall have no right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists or is available apart from that act.

**20. Variations**

No variation of these Terms shall be effective unless made in writing, signed by or on behalf of each of the parties and expressed to be such a variation.

**21. No Partnership**

These Terms shall not operate so as to create a partnership or joint venture of any kind between the parties. Nothing contained in these Terms shall be so construed as to constitute either party to be the agent of the other. Neither party shall have any authority to make any commitments on the other party's behalf.

**22. Governing Law and Jurisdiction**

The Terms shall be construed in accordance with and governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.