

## **Terms and Conditions of use (“Terms of Use”) of the ABC Courses Website (“the Website”)**

Please read these Terms and Conditions of Use of the ABC Courses website. These Terms of Use apply to all users of this Website including those who are browsing the site.

### **1. Use of the Site**

By using this Website you are deemed to accept the terms of the ABC Courses Limited privacy policy, its Copyright statement and these Terms of Use. Should you wish to subscribe to the ABC Courses Online service, then additional terms and conditions will be applicable and you will be required to read and accept these before you subscribe to the online service.

### **2. Definitions**

“ABC” or “ABC Courses” means: ABC Courses Limited, 6 Mary’s House, St Mary’s Road, Kelvedon, Colchester, Essex, CO5 9DL

“Online Service” means all courses which are offered by way of the ABC subscription service

“User” means anyone using the ABC Courses website, including those who are browsing the site on a casual basis.

### **3. Availability of the Website and maintenance**

3.1 ABC reserves the right to withdraw all or part of the Website at any time it sees fit.

3.2. ABC does not guarantee or warrant that access to the Website will be uninterrupted or error free. It reserves the right to suspend access to the Website to allow routine maintenance of the site to take place. Routine maintenance will take place outside normal business hours which for the purposes of these Terms are 9am to 5pm Monday to Friday.

3.3 The User accepts that there may also be occasions when access to the Website is interrupted for emergency maintenance, repairs or for upgrades to improve the performance or functionality of the Website.

3.4 Access to the Website may also be interrupted due to events beyond the control of ABC such as (but are not limited to) failures of telecommunications links and equipment.

3.4 The User shall not have a claim for breach of contract against ABC for any of such period of unavailability stated in this Clause 3. The User further acknowledges that ABC cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web.

### **4. Exclusion and Limitation of Liability**

4.1 Whilst ABC shall make best efforts to ensure that the Website does not contain any error, defect, malfunction or corruption, it does not accept responsibility for any damage

to or loss of data on any User's computer system, network or server that results from the download or use of the Website or any materials made available via the Website (except for death or personal injury caused by the negligence of ABC).

4.2 ABC shall not be liable to for any of the following types of loss or damage arising out of or in connection with an User's use of the Website or any or content and/or facilities provided via the Website:

4.2.1 any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;

4.2.2 any loss or corruption of data; or any indirect or consequential loss.

4.3 Any of the exclusions and limitations of liability contained in this Clause 4 do not apply to:

4.3.1 any loss or damage resulting from death or personal injury caused by the negligence of ABC;

4.3.2 loss or damages arising from the fraudulent misrepresentation of ABC; or

4.3.3 any other losses which may not be excluded or limited by law.

## **5. Severance**

Each clause shall be construed separately and if any are held by a court to be unreasonable, inapplicable or unenforceable, then the other clauses shall still be remain in full force and effect.

## **6. Jurisdiction**

These Terms of Use are governed by and shall be construed in accordance with English law. Any dispute arising between us under or in connection with these Terms shall be subject to the nonexclusive jurisdiction of the English courts.

## **7. Scope of the ABC Site**

7.1 The Site is directed exclusively at local authorities, Government departments and independent environmental health practitioners providing consultancy services in the course of a business in the United Kingdom and Republic of Ireland.

7.2 Use of the Site is limited to persons using it in the course of their employment or business solely for the purposes of training.

7.3 All Users outside of the UK accept that all courses and information on this Site have been written to comply with English law. As such all Users outside the UK accept that the law applicable in their country shall differ from that on the Site and that no reliance shall be placed on the information on this site by Users from countries outside the UK.

## **8. Copyright**

All rights in the design, text, graphics and other material on this Site and the selection or arrangement thereof are the copyright of ABC and/or other third parties. Permission is granted to electronically copy and print in hard copy portions of the Site solely in connection with the use of the Site. Any other use of materials on the Site (including reproduction for purposes other than those noted above and alteration, modification, distribution, or replication) without the prior written permission of ABC is strictly prohibited.

## **9. Links to other sites**

The User acknowledges that ABC may make links to other external websites (including hypertext links) and if so, ABC has no responsibility for the content of these sites, nor shall it incur any liability arising from the User's use of these sites.

## **10. Third Party Rights**

These Terms of Use are not intended to be for the benefit of any third party, and shall not be exercisable by any other person under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## **11. Amendments to these Terms of Use**

ABC reserves the right to amend these Terms of Use when it sees fit and the date of any amendments shall be stated below.

**Terms of Use updated on: 14<sup>th</sup> April 2007**