



Alzheimer's Society Learning Hub

Terms and Conditions - Purchasers

These terms and conditions govern the way in which Alzheimer's Society ("we") supply online courses ("Products") to customers ("you").

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide Products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. All rights not expressly granted in these terms are hereby reserved.

You agree to review this agreement periodically to ensure that you are aware of any amendments to this agreement, which may be made at any time.

1.0 Contacting us

You can contact us at dementiatraining@alzheimers.org.uk.

The email address is monitored from Monday to Friday between 9am and 5pm.

2.0 Intellectual Property

All rights, title and interest in intellectual property rights relating to the Products including copyright, patents, trademarks, trade secrets, improvements, developments, proprietary information, know-how, processes, methods, business plans or models (including computer software and preparatory and design materials thereof) and all other intellectual property (whether registered or not) developed or created from time to time shall exclusively be owned by Alzheimer's Society. While you may utilise the intellectual property, you understand that there shall be no transfer of ownership of the same.

Nothing that you see or read in the Products may be copied, reproduced, modified, distributed, transmitted, republished, displayed or performed for commercial use.

All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.

3.0 General

We develop, distribute and maintain the Products and will also provide you with log in details. We will also manage your access to the Products and provide support to you, where necessary.

You shall not copy, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials provided other than for your individual training. Any other purpose is expressly prohibited under these terms. You shall also not permit anyone else to copy, use, modify, transmit, distribute or in any way exploit the Products or any other copyrighted materials.

We provide the materials 'as is' and without any warranties, whether express or implied, except those that cannot be excluded under statute. We also do not warrant that the materials will be error free, including technical inaccuracies.

4.0 Data Protection

We comply with the Data Protection Act 2018 and the UK General Data Protection Regulation in relation to the handling of personal data. Details of how we use personal information and preserve and safeguard the privacy of users of our services are set out in our privacy policy:

<https://www.alzheimers.org.uk/legal-information/privacy-security>.

5.0 Grant of Licence

In consideration of your payment, we hereby grant you a licence/ licenses to use the online course(s). This licence is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms.

The licence is valid for 30 days once you have been provided with access to the Products.

To access the Products, you must have a unique and working email address.

This licence is personal to you and cannot be shared or exchanged with others.

6.0 Access to Materials

The starting date of your access to the Product(s) is deemed to be the date you have been provided with access to the Products. It is the responsibility of the learner to ensure that all course content has been completed within the allocated time period. If you do not think this will be possible, then extensions of time are available for purchase at an additional cost.

We will take all commercially reasonable steps to provide you with uninterrupted access to the Products. However, your access may be restricted from time to time for reasons beyond our control. Such reasons include force majeure events, power outages and actions from computer hackers and others acting outside the law. Your access may also be interrupted due to software issues, server downtime, increased Internet traffic, programming errors, regular maintenance

and other related reasons. Where this is the case, we will take commercially reasonable steps to restore your full access within a reasonable period of time. 'Commercially reasonable' in these terms shall mean reasonable efforts taken in good faith, without an unduly burdensome use or expenditure of time, resources, personnel or money.

We will provide support with issues that arise relating to accessing the Products (e.g. forgotten passwords) and report any technical problems experienced with the platform to the platform host to investigate. We cannot provide any technical support for the implementation of the Products or investigate or fix any reported technical problems, nor does it warrant the Products are fully compliant with any technical platform.

Our joint aim is to provide courses and materials of the highest quality. As such, improvements or changes to the Products or any other materials may occur at any time without prior notification in order to ensure that they are up to date and accurate.

Where your access to the Products is restricted for any of the above reasons, we may provide you with a free extension of time at our sole discretion.

7.0 Pricing & Payment

For a single license (Product(s) for 1 learner), payment must be made at the point of purchase by PayPal: regaccountingcentre@alzheimers.org.uk

We will not be liable for any payments sent to the wrong PayPal account or any payments sent in error.

Customers purchasing more than one license (Product(s) for more than 1 learner) will be invoiced for their purchase. Access to the Products will be granted on invoice and Payment must be received within 30 days.

You agree to provide payment for the Products in the stipulated currency and you will be liable to pay any relevant conversion charges, as well as applicable sales tax in your region.

Your payment includes the licensing of the Products for a limited period of time that is appropriate for the eLearning content. We are unable to provide a refund if you fail to complete the content within the allocated time, except at our absolute and sole discretion.

We reserve our right to review and change the pricing of any of our products. This will not affect products that have already been purchased.

8.0 Cancellation Policy

Where Products are delivered to you immediately, you will not have the right to change your mind. In other cases, you may change your mind within fourteen

(14) days of purchase, so long as materials have not been provided to you, downloaded, streamed or otherwise accessed. If you do wish to cancel, please contact us via email.

It is your responsibility to ensure that you meet the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any content. We are unable to provide refunds where your access to the Products is inhibited due to insufficient system requirements.

We may restrict your access to the Products if you breach these terms, including without limitation:

- a) a failure to make any payment due to us; or
- b) failure to provide accurate information that is necessary for us to provide the Products to you

In these circumstances, we will inform you in writing with seven (7) days' notice that your access to the Products will be restricted.

9.0 Loss or Damages

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if it is either obvious that it will happen or if we are both aware it might happen, such as where you have discussed the possibility with us during the sales process.

We are not liable to you in any way for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, losses arising from actions taken in consequence of the content of any online course and any and all other commercial damages or losses.

We do not exclude or limit our liability to you in any case where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

If the Products damage your device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice, following installation/download instructions, or having in place the minimum system requirements as advised by us.

Our liability to you for any damage to your computer system or loss of data resulting from the downloading of content is limited to the amount you have paid for the Products. In no event shall we be liable for damages in excess of this sum.

10.0 Other Terms

You need our consent to transfer your rights under these terms to someone else. We may not agree to this as these terms grant a licence for your benefit only.

Nobody else has any rights under these terms – they are between you and us. No other person shall have any rights to enforce any of its terms.

If a court finds part of these terms illegal, the rest will continue in force.

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Governing Law

These terms are governed by and construed in accordance with the laws of England and Wales and you can bring legal proceedings in the English courts.