

ABC Food Law Online and Online PLUS Terms and Conditions

Definitions

“ABC Food Law Online” means a subscription for a specified period to online courses hosted on the ABC Food Law (“ABC”) website.

“ABC Food Law Online PLUS” means a subscription for a specified period to online courses hosted on the ABC Food Law website PLUS access to webinars hosted by Webinato.com (“Live webinars”) PLUS access to pre-recorded webinars hosted by Webinato.com (“On-demand webinars”).

“Service” means either ABC Food Law Online and/or ABC Food Law Online PLUS

“Subscription period” means the period of time that a subscriber is provided with access by ABC to the Service.

“Subscriber” means an individual user of the Service.

“Authority” means the employer of the “Subscriber”.

1. Orders and Payment

1.1 Orders for subscriptions to the Service shall be made via the online order form on the ABC Website.

1.2 **For Public Sector Organisations**

Payment shall be made by the Authority:

a) within 28 days of invoice provided that an official order number is given at the time of booking.

b) By credit/debit/procurement card either online or by telephone payment.

1.3 **For Commercial and non-Public Sector Organisations/individuals**

Fees shall be paid by credit or debit card at the time of booking.

1.4 If the Authority or Subscriber fails to pay any subscription charges due then ABC reserves the right to suspend the Service until such time as payment has been received. The subscription period will remain active during any period of suspension.

2. Subscription and Renewals

2.1 Subscriptions will only be valid for Subscribers named on the online booking form or authorised by ABC.

2.2 A Subscription period shall be for 12 months The Subscription period shall be deemed to commence at the time of booking, unless an Authority or Subscriber has specified a start date whereby the Subscription shall run from that date.

- 2.3 ABC shall send a reminder e-mail to Subscribers before the end of the subscription period inviting them to renew it. In the event that the Subscriber does not wish to renew its subscription it shall lapse at the end of the subscription period.

3. Scope and Use of the Service

- 3.1 The Service is provided for enforcement officers employed by local authorities, Government departments, other public sector organisations, non-public sector organisations and independent practitioners/consultants acting for such organisations. The Service is also provided for those acting in the course of a business in the United Kingdom and is not intended for use by private individuals or consumers.
- 3.2 Any Subscriber using the Service outside of the UK accepts that the Service relates to domestic UK law only and not any other jurisdiction and as such they use the Service at their own risk.
- 3.3 The Service is limited to Subscribers using it in the course of their employment or business for Continuing Professional Development training purposes. All Subscribers accept that ABC Food Law does not guarantee or warrant that the Subscriber will obtain any qualification, award or accreditation by using the Service.
- 3.4 The Service is provided on a “fair use” basis.
- 3.5 Subscriptions are non-transferable unless with the express permission of ABC. Such permission will normally be granted under the following circumstances:
-) Where a Subscriber has left the employment of the authority, the subscription may be transferred to another subscriber employed by the Authority for the remaining subscription period.
- 3.6 Subscribers shall not submit any information, reviews, comments, images, third party URL links or other material whatsoever in any format (“User Submissions”), whether in feedback forms, online chat, surveys or any other form of correspondence that, in ABC’s reasonable opinion, may be deemed to be offensive, illegal, inappropriate or that in any way:
-) promote racism, bigotry, hatred, homophobia or physical harm of any kind against any group or individual;
 -) harass or advocate harassment of another person;
 -) display pornographic or sexually explicit material;
 -) promote any conduct that is abusive, threatening, obscene, defamatory or libellous;
 -) promote any illegal activities;
 -) provide instructional information about illegal activities, including violating someone else’s privacy or providing or creating computer viruses;
 -) promote or contain information that you know or believe to be inaccurate, false or misleading;
 -) infringe any rights of any third party.
- 3.7 Subscribers agree that at all times, you shall:
-) not use your Login Details with the intent of impersonating another person;
 -) not allow any other person to use your Login Details;
 -) not use the information provided by the Service or provided to you by ABC for any commercial purposes;
 -) not infringe any rights of any third parties;

) use the information made available to you on through the Services at your own risk.

- 3.8. In the event that you have a dispute with any other Subscriber, you hereby release ABC from any claims, demands and damages (whether actual or consequential) of any kind and nature, known and unknown, arising out of or in connection with such dispute.

4. Service Availability

- 4.1 ABC reserves the right to withdraw all or part of the Service as it sees fit.
- 4.2 ABC reserves the right to suspend access to the Service for routine or emergency maintenance. Emergency maintenance may be carried out at any time. ABC shall use its best efforts to ensure that any routine maintenance shall be carried out outside normal business hours (9am to 5am Monday to Friday).
- 4.3 ABC does not guarantee that the service(s) provided by Webinato.com will be accessible at all times or at any time or at all by Subscribers.
- 4.4 ABC does not guarantee that all subscribers to ABC Food Law Online PLUS will be able to access all live or “on-demand” webinars.

5. Liability

- 5.1 ABC does not represent or warrant that access to the Service will be uninterrupted or that the Service content shall be free of errors and omissions but it shall take reasonable steps to ensure the accuracy of course content and that access to the Service by Subscribers is reliable.
- 5.2 To the extent permitted by law, ABC shall exclude all liability to the Subscriber as a result of any factual inaccuracies, errors or omissions relating to the Service content, or the availability of the Service, or any misrepresentation on or relating to the Service (other than a fraudulent misrepresentation made by ABC or on its behalf)
- 5.3 ABC’s maximum liability in respect of the use of the Service shall be limited to the subscription fee paid by the Subscriber.
- 5.4 The Subscriber agrees that ABC shall have no liability for indirect or consequential losses as a result of their use of the Service such as loss of income or profit.
- 5.5 ABC does not accept any liability for the use of services provided by Webinato.com to Subscribers.

6. Termination and Refunds

6.1 Refunds in the event of lack of Service

Refunds may be made at ABC’s discretion on a pro-rata basis for the amount of time the Service was unavailable. Alternatively ABC may at its discretion extend the subscription period free of charge to the Subscriber for a period equivalent to the time the service was not available to the Subscriber.

6.2 In the event of Termination of the Contract by a Subscriber

A Subscriber may cancel its subscription to the Service by giving ABC one calendar month’s notice in writing. ABC shall refund the subscription fee payable on a pro-rata

basis to be calculated by the number of whole calendar months left to run on the subscription at the end of the notice period.

6.3 Termination of the Contract by ABC

ABC may terminate any subscription immediately if any Subscriber is in material breach of any of these Terms and Conditions.

7. Enforcement Action

All information provided on this Site is for Continuing Professional Development training purposes only and a Subscriber should not rely on any information provided by the Service for enforcement purposes. All Subscribers are advised to seek legal opinion from its authority or its organisation's legal advisors and consult centrally issued guidance produced by the Food Standards Agency or Food Standards Scotland before taking enforcement action.

8. Prohibition on Commercial use

The Subscriber shall not use the Service or any course content for any commercial purpose other than that of training for their own personal Continuing Professional Development.

9. Copyright and Trade Marks

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

9.2 All trade marks, product names and company names or logos used by the Service are the property of their respective owners and no permission is given by ABC in respect of the Subscriber's use of any such items as such use may constitute an infringement of the holder's rights.

10. Variation

ABC reserves the right at any time without notice to revise the content of the Service and these Terms and Conditions.

11. Privacy and the use of Subscriber information

11.1 ABC may collect, store, and use such information in accordance with the ABC privacy policy which is posted on the ABC site. <https://www.abcfoodlaw.co.uk/privacy-policy/>

11.2 ABC complies with the General Data Protection Regulation and all other successor legislation and regulations in the performance of its obligations under these Terms.

11.3 The terms of ABC's Privacy Policy form part of these Terms and you agree to be bound by them

12. Links to other sites

ABC may make links to other external websites but it has no responsibility for the content of these sites, nor shall it incur any liability arising from the Subscriber's use of these sites.

13. Applicable law and jurisdiction

These terms and conditions shall be governed by and interpreted in accordance with English law.

14. Entire agreement

- 14.1 These Terms and any document expressly referred to in them represent the entire agreement between you and ABC in respect of your use of the Service and your use of and shall supersede any prior agreement, understanding or arrangement between you and ABC, whether oral or in writing.
- 14.2 You acknowledge that in entering into these Terms, you have not relied on any representation, undertaking or promise given by or implied from anything said or written whether on the internet or in negotiation between you and ABC except as expressly set out in these Terms.

15 Amendment of Terms

- 15.1 ABC may alter or amend our Terms by giving you reasonable notice. By continuing to use the Service after expiry of the notice period, or accepting the amended Terms (as we may decide at our sole discretion), you will be deemed to have accepted any amendment to these Terms.
- 15.2 If, on receipt of such notice, you wish to terminate your access to the Service, you may do so by giving us not less than 7 (seven) day's written notice, (which may be by e-mail), such termination to take effect on the date upon which the amended Terms would otherwise have come into effect.

16. Dispute resolution

- 16.1 If any dispute arises in connection with this agreement, the parties will attempt to settle it by correspondence and for business users by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR.
- 16.2 The mediation will take place in Norwich, England and the language of the mediation will be English.
- 16.3 The Mediation Agreement referred to in the Model Procedure shall be governed by, and construed and take effect in accordance with, the substantive law of England and Wales.
- 16.4 If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing, the dispute shall be referred to and finally resolved by arbitration. CEDR shall be the appointing body and administer the arbitration. CEDR shall apply the UNCITRAL rules in force at the time the arbitration is initiated. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be one and the seat or legal place of arbitration shall be Norwich, England.

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