

Registered Office:

Station Road ♦ Chipping Campden ♦ Gloucestershire ♦ GL55 6LD ♦ UK

Campden BRI - Terms and Conditions for On Demand E-learning Training

1 Introduction

- 1.1 These terms and conditions govern the way in which we, Campden BRI (Chipping Campden) Limited, supply eLearning content 'Products' to you.
- 1.2 Please read these terms carefully before you submit your order to us. These terms tell you 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.
- 1.3 You agree to review the Terms periodically to ensure that you are aware of any amendments, which may be made at any time.
- 1.4 All purchases must be made via our website, by clicking on the "Accept" button you agree to be bound by the Terms. **If you do not agree to the Terms you must not proceed to purchase any Products from us.**
- 1.5 The 'Learner' is the individual who is granted access to the Products.
- 1.6 The 'Purchaser' is an individual or organisation that purchases the Products for or on behalf of the Learner.
- 1.7 'You' means a Learner, Purchaser or any other user of the LMS Platform

2 Grant of Access

- 2.1 In consideration of your payment, we will grant the Learner 4 months access to the purchased eLearning content via the Campden Learning - Learning Management System ('LMS Platform'). This access is limited, revocable, non-exclusive, non-sublicensable and non-transferable, and is subject to the rights and obligations granted under these Terms.
- 2.2 This access is personal to the Learner and cannot be shared or exchanged with others. The Learner shall be responsible for maintaining the confidentiality of their login details and must take all reasonable precautions to prevent unauthorised or fraudulent use of them. The Learner must inform us immediately if they have any reason to believe that their login details have become known to anyone else, or if the login details are being, or are likely to be, used in an unauthorised manner.

3 General

- 3.1 We develop, distribute and maintain the Products and will provide the Learner with login details for the LMS Platform to access the Products. We will also manage your access to the Products and provide support to you, where necessary.
- 3.2 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 Access to the Products

- 4.1 The starting date of the Learner's access to the Products is deemed to be the date of purchase. It is the responsibility of the Learner to ensure that all content has been completed within the allocated time period. If this will not be possible, then extensions of time are available for purchase at an additional cost.
- 4.2 We will take all commercially reasonable steps to provide the Learner with uninterrupted access to the Products. However, a Learner's 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. Learner 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 access within a reasonable period of time.
- 4.3 Our aim is to provide content of the highest quality. Improvements or changes to the Products or other materials may occur at any time without prior notification in order to ensure that they are up to date and accurate.
- 4.4 Where Learner access to the Products is restricted for any of the above reasons, we may provide the Learner with a limited free extension of time at our sole discretion.
- 4.5 Learner access to the Products is available for 4 months from the date of purchase. Following expiry of the 4-month period, the Learner's access to the Products will be withdrawn.

5 Access to Campden Learning - Learning Management System ('LMS Platform')

- 5.1 Once the purchase of the Products is complete, the Learner will be allocated a licence for the LMS Platform where the Learner will have access to the Products.
- 5.2 Whilst the Learner has access to the Products they will be able to access the LMS Platform, once the Learner's access to any Products has expired they will no longer be able to log into the LMS Platform to view their Learner history or download certificates.
- 5.3 If a Learner leaves the employment of the Purchaser, the rights to access any current Products cannot be transferred by the Purchaser to another Learner. The Learner's LMS Platform licence will be deactivated, removing any access to current Products and the LMS Platform.

6 User obligations

- 6.1 The Learner shall not and nor shall you permit any other to:
 - 6.1.1 copy the content in the LMS Platform or Products or any other copyrighted materials provided other than for the purpose of the specified Learner's training.
 - 6.1.2 edit, modify, adapt or alter any material on the LMS Platform, including content in the Products;
 - 6.1.3 reverse engineer, decompile or disassemble any material on the LMS Platform, including content in the Products;
 - 6.1.4 publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute any material on the LMS Platform, including content in the Products;

- 6.1.5 provide access to any third party to any material from our LMS Platform, including content in the Products;
- 6.1.6 use any material or any part of any material on the LMS Platform, including content in the Products, in any way that is unlawful or in breach of any third party's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
- 6.1.7 use any material on the LMS Platform, including content in the Products, to compete with us, whether directly or indirectly;
- 6.1.8 use any material or any part of any material on the LMS Platform, including content in the Products, for a commercial purpose.
- 6.1.9 with the exception of certificates of completion and resources, download any material from the LMS Platform or save any such material to your computer, without our prior written consent.
- 6.1.10 create a link to the LMS Platform from another website or document without our prior written consent.

7 Pricing & Payment

- 7.1 We use a third-party payment provider - PayPal - for online payment and users will be subject to PayPal's terms of use. All non-members of Campden BRI are required to pay at the point of purchase via our website.
- 7.2 Payment for the Products must be made in the stipulated currency and will be subject to any relevant conversion charges, as well as applicable sales tax applicable in the region. Please note that payment in full is required before a Learner is granted access to the Products.
- 7.3 No refund shall be provided should a Learner fail to complete the content in any Products within the allocated time, except at our absolute and sole discretion.
- 7.4 We reserve the right to review and change the pricing of any of our Products. This will not affect Products that have already been purchased.

8 Cancellation Policy

- 8.1 Once a Learner has accessed the LMS Platform, there is no right to cancel that specific order. In other cases, you may change your mind within fourteen (14) days of purchase, provided the Learner has not accessed the LMS Platform. If you do wish to cancel, please contact us in writing via email: training@campdenbri.co.uk
- 8.2 You must ensure that the learner meets the system requirements, including compatible hardware, software, telecommunications equipment and Internet service, prior to purchasing any Products. We are unable to provide refunds where access to the Products is inhibited due to insufficient system requirements.
- 8.3 We may suspend, restrict or withdraw access to the Products if you breach the Terms, including without limitation where you:
 - 8.3.1 fail to make any payment due to us; or
 - 8.3.2 fail 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 suspended, restricted or withdrawn.

9 Liability

- 9.1 Nothing in the Terms will limit or exclude any liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation, or any other liability that may not be excluded under applicable law.
- 9.2 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 9.3 We will not be liable to you in respect of any losses you incur in connection with loss of profits, income, revenue, use, production, anticipated savings, contracts, commercial opportunities or goodwill as a result of use of the LMS Platform or content of the Products.
- 9.4 We will not be liable to you in respect of any special, indirect or consequential loss or damage
- 9.5 Our aggregate liability to you shall not exceed an amount equal to the price paid for the Products to which the claim is connected.

10 Data Protection

- 10.1 When you register with us you will need to provide certain information to enable us to provide you with access to the LMS Platform and the Products, such as your name, email address, and contact details ('Data'). We will store this Data and use it to contact you, provide you with details of the Products you have purchased and otherwise as required during the normal provision of the Products.
- 10.2 All personal data will be processed in accordance with our Privacy Notice <https://www.campdenbri.co.uk/campdenbri/disc.pdf>
- 10.3 If you wish to change or update the data we hold about you, please e-mail training@campdenbri.co.uk

11 Support

- 11.1 If you have difficulties accessing the LMS Platform or the content of any Products, please contact us for assistance either via email: training@campdenbri.co.uk or Tel: 01386 842000.
- 11.2 Support is available from 9am – 5pm (UK time), Monday – Friday (excluding Bank Holidays).
- 11.3 Please refer to our FAQs for eLearning for additional guidance.
- 11.4 The LMS Platform is hosted by D2L Brightspace and it is your responsibility to ensure that for an optimal experience that offers better performance, accessibility, and security, you access the LMS Platform with the latest version of a supported browser, details of which can be found in our FAQs for eLearning.

12 Severance

- 12.1 If any part of these Terms is held invalid or unenforceable for any reason, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Terms, and further agree to substitute for the invalid provision to reflect the intent and effect of the invalid provision.

13 Waiver

- 13.1 Nothing under the Terms shall be waived by either party unless the waiver is made in writing by an authorised representative. The waiver by either party of a breach or a violation of any provision of the Terms shall not operate as or be construed to be a waiver of any subsequent breach or violation.

14 Governing law and jurisdiction

Campden BRI - Terms and Conditions for Use of Campden Learning

14.1 The Terms shall be governed by and construed in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.