



HEALTH Academy

Terms and conditions of use

Introduction

These terms and conditions apply between you, the User of this Website (including any sub-domains, unless expressly excluded by their own terms and conditions), and Health Academy Limited, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately.

In these terms and conditions, **User** or **Users** means any third party that accesses the Website and is not either (i) employed by Health Academy and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Health Academy and accessing the Website in connection with the provision of such services.

You must be at least 18 years of age to use this Website. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age.

Intellectual property and acceptable use

All Content included on the Website, unless uploaded by Users, is the property of Health Academy, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use

any trademark, logo or service mark displayed on the site without the owner's prior written permission

1. You may, for your own personal, non-commercial use only, do the following:
 - a. retrieve, display and view the Content on a computer screen
 - b. download and store the Content in electronic form on a disk (but not on any server or other storage device connected to a network)
 - c. print one copy of the Content
2. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Health Academy.
3. You acknowledge that you are responsible for any Content you may submit via the Website, including the legality, reliability, appropriateness, originality and copyright of any such Content. You may not upload to, distribute or otherwise publish through the Website any Content that (i) is confidential, proprietary, false, fraudulent, libellous, defamatory, obscene, threatening, invasive of privacy or publicity rights, infringing on intellectual property rights, abusive, illegal or otherwise objectionable; (ii) may constitute or encourage a criminal offence, violate the rights of any party or otherwise give rise to liability or violate any law; or (iii) may contain software viruses, political campaigning, chain letters, mass mailings, or any form of "spam." You may not use a false email address or other identifying information, impersonate any person or entity or otherwise mislead as to the origin of any content. You may not upload commercial content onto the Website.
4. You represent and warrant that you own or otherwise control all the rights to the Content you post; that the Content is accurate; that use of the Content you supply does not violate any provision of these terms and conditions and will not cause injury to any person; and that you will indemnify Health Academy for all claims resulting from Content you supply.

Prohibited use

1. You may not use the Website for any of the following purposes:
 - a. in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website;
 - b. in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
 - c. making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

Registration

1. You must ensure that the details provided by you on registration or at any time are correct and complete.
2. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.
3. We may suspend or cancel your registration with immediate effect for any reasonable purposes or if you breach these terms and conditions.
4. You may cancel your registration at any time by informing us in writing to the address at the end of these terms and conditions. If you do so, you must immediately stop using the Website. Cancellation or suspension of your registration does not affect any statutory rights.

Online courses

1. To access one of the courses on our website, you must pay the applicable fees or register for a free course. We will send you an acknowledgement of your order. The contract between us for the supply of the website services shall come into force upon the issue of the order acknowledgement.
2. Course fees are clearly stated on our website.
3. You must pay us the fees in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.
4. If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
5. We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.
6. For so long as your account and subscription remain active in accordance with these terms and conditions, you will have access to the course materials and website features specified on our website in relation to the training course for which you have subscribed.
7. At the end of any period of subscription for which you have paid, and subject to the other provisions of these terms and conditions you will no longer have access to your course(s).
8. Course fees include the licensing of training materials to a limited period of time to and appropriately qualified course content.
9. Each license is valid to one person only and cannot be exchanged or shared.
10. Health Academy reserves the right to review the pricing and take appropriate action when changes to module specification occur beyond our control.
11. All discounts, whether advertised or stated in correspondence, are mutually exclusive i.e. only one discount can be applied to any one booking.
12. Late payment may incur penalty charges including removal of any discounts.

13. Health Academy reserves the right to charge interest on late payments of invoices at a rate of 8% above the Bank of England's base rate.

Cancellation and Refund Policy

Consumer Rights

If you are contracting as a **consumer**, you may cancel a Contract at any time within a fourteen (14) day cooling off period beginning on the day you received the Confirmation Email, so long as you have not yet commenced the course. In this case, you will receive a refund of the price paid for the Course in accordance with our refunds policy below. You agree that if you have accessed any part of the course then the service we are providing you in making the Course available will have commenced so you will lose your right to cancel the Contract during those fourteen (14) days.

No such rights to cancel shall exist if you are not a consumer.

To cancel a Contract, you must inform us via email info@healthacademyonline.co.uk. This provision does not affect your other statutory rights as a consumer.

Definition

The definition of 'consumer' in the Consumer Contracts Regulations is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession.

If you are booking a course for professional development purposes and this is close to what you do professionally already, you will not be seen as a consumer.

Our Refunds Policy

If you have cancelled the Contract between us within the fourteen-day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you gave us notice to cancel the Contract. In this case, we will refund the price of the Course less a £10 administration fee.

If a consumer cannot access the module online via www.healthacademyonline.co.uk because they fail to meet the required system requirements, then Health Academy will not take

responsibility or give a refund to the purchaser. It is the customer's responsibility to test their system for any compatibility issues prior to signing the purchase agreement.

The start date of all access is deemed to be the date that the consumer first has access to the online course. Health Academy will make one attempt to warn the consumer when this access period has ended. After this attempt Health Academy can no longer guarantee access to the course or that certification will be possible.

Scheduled courses:

How to book / pay for your purchase:

Please book online using our secure booking system to pay using credit/debit card.

Fee is the total cost of the product. Includes tuition, course materials, morning / afternoon refreshments (not lunch) and a certificate of completion.

We do not accept provisional bookings.

Your registration and attendance details will be held securely for 3 years.

Refund policy:

Refunds

1. Once purchase agreement is returned you will be given automatic access to the online materials for learning, no refund is available after you have accessed the online course.
2. No refund is given where a delegate does not complete the course or submit an assessment.
3. No refund is given where a customer does not use the full number of licenses stipulated in the purchase agreement.

If you have cancelled the Contract between us within the fourteen-day cooling-off period, we will process the refund due to you as soon as possible and, in any case, within thirty (30) days of the day on which you gave us notice to cancel the Contract. In this case, we will refund the price of the Course less the following percentage of full course fee depending on date of course:

- Course to be delivered within 7 days of notification - 100%
- Course to be delivered within 8 - 21 days of notification - 75%

- Course to be delivered within 22 - 28 days of notification - 50%
- Course to be delivered later than 28 days of notification an admin fee of £50 will be charged.

After the fourteen day cooling off period, we will not offer any refunds, however we may accept named replacements. Please email info@healthacademyonline.co.uk for further details.

If you would like to amend your booking to another date or location, please contact us as soon as possible and we will accommodate your request wherever possible. However, we cannot guarantee this and the above refund policy would therefore apply.

Password and security

1. When you register on this Website, you will be asked to create a password, which you should keep confidential and not disclose or share with anyone.
2. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.

Links to other websites

1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Health Academy or that of our affiliates.
2. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

Privacy Policy and Cookies Policy

1. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy and, please click on the following link:
<https://healthacademy.education/wp-content/uploads/2020/03/HA-Privacy-Policy.pdf>

Availability of the Website and disclaimers

1. Any online facilities, tools, services or information that Health Academy makes available through the Website (the **Service**) is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Health Academy is under no obligation to update information on the Website.
2. Whilst Health Academy uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
3. Health Academy accepts no liability for any disruption or non-availability of the Website due to conditions beyond our control. These conditions include, but are not limited to force majeure, power outages, electrical problems, and/or the acts of computer hackers and others acting outside the law. Access may also be unavailable due to software issues, server downtime, increased Internet traffic or downtime, regular maintenance of the system, and other related reasons.
4. Health Academy reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.

Limitation of liability

1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
2. To the extent that the Website and Content are provided free of charge, we will not be liable to you for any loss or damage of any kind.
3. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
4. To the maximum extent permitted by law, Health Academy accepts no liability for any of the following:
 - a. any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
 - b. loss or corruption of any data, database or software;
 - c. any special, indirect or consequential loss or damage.

General

1. You may not transfer any of your rights under these terms and conditions to any other person. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.
2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.
3. These terms and conditions together with the Privacy Policy and Cookies Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.
4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.
5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.
6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Health Academy details

1. Health Academy Limited is a company incorporated in England and Wales with registered number 12506533 whose registered address is 14 Baden Road, Bristol, BS5 9QE and it operates the Website www.healthacademyonline.co.uk

You can contact Health Academy by email at info@healthacademyonline.co.uk

Attribution

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