

AvMA Online Events & Webinars Terms and Conditions

1. Definitions

Access Period means the period of 60 days from the webinar purchase date for single or multiple viewer licences or 12 months from the purchase date of firm subscription licence.

Charges means the fees payable by Customer for the Service in accordance with Clause 6 below.

CPD Hours means the number of hours assigned to a specific Webinar and Test, which may then be claimed by Users from the appropriate regulatory body as set out in clause 5 below.

CPD Library means the section of the Website where, during the Access Period, a User may access and view any Webinar that they have registered for as many times as they wish.

Customer means any person who places an order for Webinar Access.

Individual Webinar Access means access for one User to view a single specified Webinar for a period of 12 months from the published date.

Service means the provision of access over the Internet to view a Webinar, and any related services offered by Supplier, including but not limited to video recordings, downloadable power points, and Tests.

Supplier means Action against Medical Accidents (AvMA). AvMA is a registered charity in England & Wales (number 299123), and in Scotland (number SC039683) and also a company limited by guarantee, (number 2239250). Registered offices- Registered office: Freedman House, Christopher Wren Yard, 117 High Street, Croydon CR0 1QG.

Test means the multiple choice test corresponding to the relevant Webinar.

User means an employee or member of Customer's organisation entitled to access the Service in accordance with these Terms and Conditions.

User Password means the individual password set up by a User upon registration to the Service.

Webinar means a live or recorded online seminar, in audio, video or any other format made available by Supplier to be viewed by Users remotely. Webinars will be available on the site for a minimum of 60 days from the publish date.

Website means www.avma.org.uk/learning

2. Acceptance of Orders

(1) An order shall be deemed to have been accepted by Supplier on the earliest of:

- (a) acceptance by Supplier of payment in cleared funds; or
- (b) grant of access to the Service by Supplier; or
- (c) provision by Supplier to Customer of the Company Access Code.

3. Access to Service - Webinar Access

- (1) Subject to these Terms and Conditions, Supplier shall provide Webinar Access Customers with access to the Service for the Access Period, which shall commence from:
 - (a) in the case of a previously recorded Webinar, on acceptance of the order by Supplier, or

- (b) in the case of a Webinar scheduled to take place following the acceptance of the order, the date on which the Webinar takes place.
- (2) Single Webinar Access Customers shall be entitled, during the Access Period, for one individual to view the Webinar ordered and, to take the Test and to access any other content or functionality that Supplier, in their sole discretion, may offer.
- (3) Multiple Webinar Access Customers shall be entitled, during the Access Period, for all employees of the same firm to view the Webinar ordered and, to take the Test and to access any other content or functionality that Supplier, in their sole discretion, may offer.
- (4) Firm Subscription Webinar Access Customers shall be entitled, during the Access Period, for all employees of the same firm to view the any Webinar listed in the webinar library and, to take the Test and to access any other content or functionality that Supplier, in their sole discretion, may offer.
- (5) When placing an order for Webinar Access, Customer will be required to register to the Service by setting up an account . Customer shall not disclose the User Password to any other person under any circumstances whatsoever, and it is the responsibility of Customer to ensure the confidentiality of the User Password and to notify Supplier immediately on becoming aware of any unauthorised use thereof.
- (6) Supplier may suspend or terminate access to the Service during the Access Period without notice if:
 - (a) any Charges or other payment due hereunder are unpaid for more than fourteen days after becoming due;
 - (b) the Customer commits a material breach or default of any term herein and in the case of a breach capable of remedy shall have failed to remedy it within 21 days of receiving notice of it.

4. Changes to the Service

- (1) Supplier reserves the right to make changes to advertised Webinars in Supplier's sole discretion, including but not limited to the substitution of advertised speakers, the removal of Webinars and changes to the advertised dates, topics and times of Webinars.
- (2) Customers who have purchased Single or Multiple Viewer Webinar Access shall have a right to cancel their order in the following circumstances:
 - (a) Where Supplier has substituted a Webinar topic Customers may cancel their order if they do not wish to view the Webinar as substituted, provided that they send this request to Supplier by email to paulas@avma.org.uk at least 24 hours prior to the date of the Webinar, in which case Customer will be credited the price on the invoice. There will be no right to any refund or cancellation where Supplier has substituted a speaker
 - (b) Supplier will make all reasonable efforts to ensure that any live Webinars take place on the advertised date and time. In the event that a Webinar does not take place at the advertised date and time it will be held at an alternative date/time at Supplier's sole discretion. Customers who have purchased Individual Webinar Access may cancel their order if they do not wish to view the rescheduled Webinar, provided that they send this request to Supplier by email to paulas@avma.org.uk within 7 days of the original scheduled date of the Webinar but not after the rescheduled date. Customer will be credited the price on the invoice (where Customer has already paid).

5. Continuing Professional Development

- (1) Supplier is accredited by the Solicitors Regulation Authority (SRA), the Association of Personal Injury Lawyers (APIL) and the Bar Standards Board to provide CPD and Users can claim the number of CPD Hours specified at the time of registering for a Webinar as follows:
 - (a) Users who are solicitors can claim:

- (i) accredited CPD hours when a live Webinar is viewed; or
- (ii) unaccredited CPD hours when a recorded Webinar is viewed.

A certificate will be emailed to the User on request and after verification that the content was accessed in full by the viewer. Users must retain this certificate for their CPD records.

- (b) Users who are Personal Injury Lawyers can claim CPD hours when an APIL accredited live or recorded Webinar is viewed.
- (c) Webinar accreditation is valid within the 9 months of webinar publish date.

- (2) It is the sole responsibility of Users to ensure that they comply with the requirements of the relevant regulatory body in recording and claiming CPD hours.

6. Charges and Payment

- (1) The Charges payable for an Individual Webinar Access shall be as set out on the Website or as otherwise agreed in writing by the parties.
- (2) Where Customer does not pay the correct Charges at the time of placing an order Supplier will send an invoice or a request for payment to Customer upon acceptance of Customer's order.
- (3) Unless otherwise stated, all Charges made are exclusive of any applicable value added tax levied at the prevailing rate from time to time.
- (4) Where the Customer intends to pay the Charges by debit or credit card, the Customer hereby authorises the Supplier to debit the said card with the sums due.
- (5) All Telecoms charges incurred in the use of the Service are the responsibility of Customer.

7. Cancellation of Orders for Individual Webinar Access

- (1) Customers who have purchased Individual Webinar Access may cancel an order to view a live Webinar by notifying Supplier by email to paulas@avma.org.uk, such notice to be received by Supplier at least 7 days before the Webinar of the scheduled broadcast date. For the avoidance of doubt, cancellations will not be permitted where Customer has placed an order to view a live Webinar within 7 days of the scheduled broadcast date, or if Customer has placed an order to view a recorded Webinar.
- (2) Subject to Customer complying with Clause 7 (1) above, Customer will be credited the price on the invoice (where Customer has already paid) and Supplier will charge a £50 administration fee (exclusive of VAT at the prevailing rate).

8. Copyright

- (1) All rights, title and interest in the Website, Webinars, audio and visual recordings and transcripts in all languages, formats and media throughout the World, including all copyrights, are and will continue to be the property of Supplier or its licensors, as the case may be.
- (2) Customers will not copy, record or redistribute the education materials on the site in any way.
- (3) Customer shall promptly inform Supplier if Customer becomes aware of any unauthorised use of the Service or of the Service content, any actual, threatened, or suspected infringement of any intellectual property of Supplier or its licensors which comes to Customer's notice, and any claim

by any third party coming to its notice that the Service infringes the intellectual property or other rights of any other person.

9. Disclaimer of Warranties and Limitation of Liability

- (1) Except as specifically provided in these Terms and Conditions, the Service is provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of performance, fitness for a particular purpose, accuracy, omissions, completeness, correctness and delays. It is the responsibility of Customer and/or Users to ensure that content is relevant for their training needs and/or CPD requirements.
- (2) Some systems/software may not be capable of supporting the Service and Customer acknowledges (a) that it has made appropriate investigations into the necessary systems/software required to support Customer's use of the Service and (b) that performance of the Service may vary with equipment and telecommunications links with which it is used. Supplier is not liable if Customer cannot view the Webinars due to firewalls, other hardware or software issues, or failure of any software and/or technology used by Customer. Supplier provides a free of charge demonstration Webinar on the Website, and it is Customer's responsibility to check that the technology used by the Service works on Customer's systems.
- (3) Supplier shall not be liable in contract, tort, delict or otherwise for any loss of whatsoever kind howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Supplier).
- (4) Supplier shall not be liable in contract, tort, delict or otherwise for any loss of revenue business, anticipated savings or profits, loss of goodwill or data or for any indirect or consequential loss whatsoever, howsoever arising suffered in connection with the Service (whether or not caused by the negligence of Supplier).
- (5) Customer shall accept sole responsibility for the use of the Service by any User and Customer shall hold Supplier harmless and fully indemnified against any claims, costs, damages, loss and liabilities arising out of any such use.
- (6) Customer's exclusive remedy and Supplier's entire liability if any, for any claim(s) for damages relating to the Service made against it, whether based in contract or negligence, shall be limited to the proportion of the Charges paid by Customer relative to the specific Webinar which is the basis of the claim(s) during the 12 month period preceding the event giving rise to such claim.
- (7) None of these Terms and Conditions shall operate to exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of Supplier or the appointed agents or employees of Supplier whilst acting in the course of their employment.
- (8) Except for claims relating to the Charges or improper use of the Service, no claim regardless of form which in any way arises out of these terms and conditions or the use of, or inability to use, the Service, or Webinars may be made, nor action based upon such claim brought, by either party more than one year after the basis for the claim becomes known to the party desiring to assert it.

10. Data Protection

- (1) Supplier warrants that any personal data collected by Supplier will be kept confidential and used only for the purposes of providing the Service and in accordance with any marketing consents given in relation to the Service and that Supplier will process any such personal data in accordance with the provisions of the Data Protection Act 1998.
- (2) Supplier warrants that it has in place appropriate technological and organisational measures to protect against unauthorised or unlawful processing, and accidental loss, destruction or damage to Customer's personal data collected by Supplier in the provision of the Service.

11. General

- (1) Customer agrees that Supplier may monitor and record details of Customer's and Users' use of the Service, including but not limited to the number of computers and IP addresses accessing the

Service and details of Tests completed by Users, and use such details for the purpose of reporting to accrediting bodies and for general management of the Service including but not limited to setting prices.

- (2) Supplier shall not be responsible for any delay or failure to fulfil any of its obligations under these Terms and Conditions nor be liable for any loss or damage suffered or incurred by Customer by any Act of God, war, government or parliamentary restriction, import or export regulation, strike, lock out, trade dispute, fire, theft, flooding, breakdown of plant or premises, late or non delivery of any supplies or any other cause whatsoever beyond the control of Supplier.
- (3) The headings and captions contained in these Terms and Conditions are inserted for convenience only and do not constitute a part of the Terms and Conditions.