

Terms and Conditions

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS SITE, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS OF USE AS WELL AS ALL OTHER POLICIES DESCRIBED IN THE SITE.

1. General

- 1.1. These terms and conditions ("Terms") apply to all users of The Health and Wellbeing Trust Limited's ("HWT") e-Learning courses ("Courses").
- 1.2. In these Terms, references to "we" or "us" are made in relation to HWT, a registered charity and private limited company.

Charity Number: 1122079
Company Number: 06399506
- 1.3. HWT offers online Courses provided by healthcare professionals ("Tutors") from around the globe. These Terms apply to the HWT e-learning platform and services provided, whether you are browsing the website or have registered on a Course ("Learner").
- 1.4. By visiting and using this website, you accept and agree to be bound by these Terms and your continued use of the website constitutes your acceptance of any future changes and updates. You must not access or use the website if you do not wish to be bound by these Terms.

Note: These terms and conditions should be read alongside our Data Breach, Data Protection, Privacy and Cookie and Refund Policies.

2. Website Use

- 2.1. The online e-learning content and related materials are owned by the individual Course leaders ("Tutors") or partner organisations. HWT holds the license for the content of the website itself. Please do not reuse any content or distribute it to anyone else for any purpose without our express written permission from HWT.
- 2.2. Use of the data that you provide us, or which is collected by use on our website, is governed by our Privacy Policy. By using our website, you consent to such processing.

3. Payment and Enrolment

- 3.1. To purchase, enrol and participate in one of our online Courses you will be required to register with your personal details. You are not permitted to share your access information with any third party.
- 3.2. Once you have set up your account, unless you decline, we may contact you with other Courses that may be of a similar interest to you.
- 3.3. Enrolment onto a Course requires payment to be made in advance, in order for you to gain access.
- 3.4. By creating your account, you agree that you will not cheat on any assessments relating to the accredited Courses and will notify us should you become aware of any Learner cheating whilst studying online. We will stop anyone's participation in the Course should this be the case.
- 3.5. Upon completion of your Course, you will receive a Completion Certificate from the [National Centre for Integrative Medicine](#) ("NCIM"), our Education Partner, an approved centre with [The Crossfields Institute](#).
- 3.6. If you have undertaken an accredited Course you will be registered with Crossfields, receive a Completion Certificate from NCIM upon completion and your Crossfields Quality Mark Certificate will be sent to you by email for you to download within 30 working days of the completion of the Course. If you do not download the certificate within the relevant timeframe, you may be required to pay an administration fee if you wish to obtain a copy.
- 3.7. We may from time-to-time offer discounts or create discounted Course bundles. You are not able to request a refund for any difference in payment between the discount and the Course fees that you paid.
- 3.8. In some rare circumstances we may have to interrupt a Course to remove it or alter the content. We will fully notify you if the need arises and depending on the circumstances may issue a full or partial refund.
- 3.9. We reserve the right to vary our Course fees over time, and any such changes will be indicated on our website.

4. CPD Hours

- 4.1. Where applicable, subject to satisfactory completion, you will receive an end of course email detailing the number of CPD hours obtained.
- 4.2. Prior to booking, it is your responsibility to ensure the Course you have booked is compatible with the CPD requirements of your profession.

5. User Access

- 5.1. Provided that payment of the Course fee has been made in full, you will receive an email containing your access details. Single user licences permit single Learner access only to the HWT e-learning platform and the copying and/or distribution of any Course is not permitted without the express written consent of HWT. You consent to HWT monitoring usage of the e-learning platform to ensure that access has not been distributed and/or provided outside these Terms.
- 5.2. It is your responsibility to ensure that you have appropriate equipment and internet connections to access the Course. If you suffer temporary a temporary outage that prevents you from accessing a live session, you should contact HWT who will give you access to a recording of the session if one is available.
- 5.3. Should you have any difficulty accessing the Course, please contact admin@healthelearning.online for support.

6. Copyright

- 6.1. Copyright and all intellectual property rights in the Courses and all multimedia content within are vested in the individual Tutors or their organisations. This includes images, downloadable resources, material, logos, graphics and all multimedia assets (audio, visual recordings). No part may be copied or reproduced in any way without the prior written consent of HWT or appropriate Tutors and/or their organisations.
- 6.2. HWT does not claim copyright of any of the images or any of the multimedia content presented in respect of the Courses. If you believe any material to be infringed and used in an unauthorised manner, or if you believe you are the copyright owner, please report any alleged infringements by emailing us at (admin@healthelearning.online) and we will investigate.

7. Other Services

- 7.1. Tutors may recommend further reading or services which require payment, and whilst weblinks may be provided in the Courses, we are not responsible for any of content of any external websites, or the content and quality of the materials or services provided.
- 7.2. Tutors may include downloadable resources as part of their Courses and you are permitted to download these to your computer desktop but not to distribute them or repurpose them further.
- 7.3. We include Courses from Tutors based in commercial companies who, alongside their educational materials, may provide information on other products or services. We may receive incentives or funding from these commercial companies.

- 7.4. You are always encouraged to perform your own due diligence prior to relying on such products or services. HWT will not be liable for any losses that you may incur directly or indirectly from any information, services or products provided by such third parties.

8. Changes to the Website and these Terms and Conditions

- 8.1. We may update these Terms or our policies from time to time to comply with any law changes or for any other reason. Updates will be notified by amendments made to the Terms or any other policies on this website.

9. Cancellations and Refunds

- 9.1. It is your responsibility to ensure that any Courses you enrol on are suitable for your needs. All cancellations for Courses must be made in writing. You may cancel and receive a full refund if you request it within 14 days of the booking date should you change your mind. This is provided always that your Course or Courses have not been accessed during that time. By accessing the Course within the 14-day cooling off period you consent to immediate performance and acknowledge that you will lose your right to cancel and receive a refund.
- 9.2. For bookings cancelled more than 14 days after the booking or for Courses that have already been accessed the Course fee remains payable and is non-refundable unless HWT in its absolute discretion decides otherwise.

10. Technical

- 10.1. It is your responsibility to ensure that our digital learning technology is compatible with your systems. HWT is not liable or responsible for any technical issues which may arise as a result of your failure to ensure compatibility as above. Due to its inherent nature, you acknowledge that HWT is not liable or responsible for any delay, disruption or disturbance in the operation of the internet. Similarly, you acknowledge that 24-hour access to the e-learning may be interrupted due to telecommunications failures which are beyond the control of HWT and/or downtime for repairs, maintenance and upgrading.

11. Limitation of Liability

- 11.1. To the fullest extent permitted by law, HWT expressly exclude:
- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
 - any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the information contained on or use or inability to use or result of the use of our website, any websites linked to it and any material posted on it, including without limitation any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill,

wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable; and

- any direct losses in excess of any Course fees paid.

- 11.2. Nothing in this provision affects our, or our contractors' liability for death or personal injury arising from our (or their) negligence nor our (or their) liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter nor any other liability which cannot be excluded or limited under an applicable law.
- 11.3. Courses and supporting materials are prepared solely for training purposes and whilst the content is provided by experienced healthcare professionals, they are not a substitute for medical advice. Tutors, authors and HWT will not accept responsibility for loss howsoever occasioned to any person or persons arising from any reliance; including but not limited to reliance on any content for the purposes of giving medical advice to third parties. A person who is not a party to this agreement shall have no rights under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 11.4. By visiting and using this website you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes and claims).

12. Third Party / Affiliate Links

- 12.1. Tutors may recommend their own or other professional services as further reading within each Course. It is your responsibility to do your own due diligence and gather information on the services recommended.
- 12.2. Tutors may recommend links to external websites within their Courses.
- 12.3. HWT has no control over the content on external websites. By visiting and using this website you agree not to hold HWT liable for any loss howsoever occasioned from these external websites or any products, advertising or other materials presented on them.