

Terms and conditions



This legal notice applies to the entire contents of the website under the domain name www.foodallergynottingham.co.uk and to any correspondence by e-mail between us and you.

Please read these terms carefully before using the site. By using the Website, you signify your acceptance of these terms and conditions, regardless of whether or not you choose to register with us. If at any time you do not wish accept these terms, do not use the website.

1. Introduction

- 1.1 You may access all areas of the Website without registering your details with us. You must however register with us, on completion of the online allergy assessment, to obtain a print out of your child's symptoms alongside a possible diagnosis. You should keep a note of this registration number for any future communication with FANS.
- 1.2 By accessing any part of the website, you shall be deemed to have accepted this legal notice, and our privacy policy, posted on the website from time to time, in full. If you do not accept this legal notice in full, you must leave the website immediately.
- 1.3 The Company may revise this legal notice at any time by updating this posting. You should check the site from time to time to review the current legal notice, because it is binding on you.

2. Copyright and other rights

- 2.1 The Website, including text, content, software, video, sound, graphics, photographs, illustrations, names, logos and other material (content) is protected by copyright, trademarks and/ or other proprietary rights. The content includes content owned or controlled by us. All articles, reports and other elements making up the Website may be copyright works. You acquire no rights or licences in or to the Website and/or the content other than the limited right to use the Website in accordance with these terms, and to download no more than one copy of the Website pages for your personal, non-commercial use. If you breach any of the terms in this legal notice, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the site.
- 2.2 Subject to clause 2.1, no part of the Website may be reproduced or stored in any other Website or included in any public or private electronic retrieval system or service without the Company's prior written permission.
- 2.3 Any rights not expressly granted in these terms are reserved.

3. Service access

- 3.1 While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason the site is unavailable at any time or for any period.

- 3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.
- 3.3 We have no control over or responsibility for your ability to connect to the Internet.

4. Information on the site

- 4.1 While we have endeavoured to ensure the accuracy of information on the Website, the Company do not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the Website. The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind.
- 4.2 The Company may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

5. Visitor material and conduct

- 5.1 Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 5.2 You are prohibited from posting or transmitting to or from the Website any material:
- (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences and/or approvals; or
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 5.3 You may not misuse the Website (including, without limitation, by hacking or denial of service attacks).
- 5.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of clause 5.2 or clause 5.3.

6. Links to and from other sites

- 6.1 Links to third party Websites on the Company website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party Sites and does not control and is not responsible for these Websites or their content or availability or any cookies used by them. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of these linked third party Websites, you do so entirely at your own risk.
- 6.2 If you would like to link to the company Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
- (a) you do not remove, distort or otherwise alter the size or appearance of our logos;
 - (b) you do not create a frame or any other browser or border environment around the Website;
 - (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
 - (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
 - (e) you do not otherwise use any of our trade marks displayed on the Website without express written permission from the Company;
 - (f) you do not link from a Website that is not owned by you; and
 - (g) your Website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 6.3 The Company expressly reserves the right to revoke the right granted in clause 6.2 for breach of these terms and to take any action it deems appropriate.
- 6.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of clause 6.2.

7. Registration

- 7.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.
- 7.2 Responsibility for the security of any passwords issued rests with you.

8. Liability

- 8.1 If you are dissatisfied with the Website, these terms and conditions or any of the content, your sole remedy is to discontinue use of the Website. Save in respect of fraud and or personal injury or death to the extent it results from our negligence, we accept no liability to you whatsoever, whether based on warranty, contract, tort (including negligence) or otherwise
- 8.2 You agree to indemnify, defend and hold us harmless from and against any claims, actions, demands or other proceedings brought against us by a third party, to the extent that such claim, suit, action or other proceeding brought against us is based on or arises in connection with your

use of the Website, any breach by you of these terms and conditions or a claim that your use of the Website infringes any intellectual property rights of any third party or is libellous or defamatory, or otherwise results in injury or damage to any third party.

8.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9. Governing law and jurisdiction

9.1 Those who access the Website do so on their own initiative and are responsible for compliance with applicable local laws or regulations; legal advice should be sought in cases of doubt.

9.2 The Terms are governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.