

Florence Academy Terms & Conditions

Last Updated: August 2019

1. Who we are

- 1.1. This website, www.florenceacademy.co.uk (the "**Website**") is operated by Digital Staff Solutions Ltd (trading as "Florence"), also referred to in these Terms and Conditions and our Privacy Policy as "we", "us" or "our". We are a limited company registered in England and Wales under company number 10434349 and our registered office is at C/O FKGB Second Floor, 201 Haverstock Hill, London NW3 4QG and our correspondence address is Florence at WeWork, 8 Devonshire Square, London, EC2M 4PL. Our registered VAT number is 255259294. To contact us, please email us at hello@florenceapp.co.uk or telephone us on 020 3911 2555 during office hours (Monday - Friday · 09:00 - 18:00).

2. By using the Website you accept these Terms

- 2.1. This page and other documents referred to in it, sets out the Terms and Conditions of our Website and its use (the "Terms") and give details of our **Privacy Policy**. Please read these Terms carefully before you use our Website or create an account with us. These Terms tell you who we are, how we will provide services and products to you, how we may change the Contract (defined below), how you or we may end the Contract and other important information.
- 2.2. By using the Website, you indicate that you accept these Terms, and that you agree to abide by them and that you are entering into a legally binding contract with us (the "Contract"). You can terminate this Contract at any time by no longer accessing or using the Website and, if applicable, closing your account. If you do not agree to any of these Terms, please refrain from using the Website immediately.
- 2.3. We recommend that you print and retain a copy of the Terms and the Privacy Policy for future reference.

3. We may make changes to these Terms

- 3.1. We reserve the right to change these Terms from time to time as we see fit by posting an updated version on our Website and your continued use of the Website will signify your acceptance of any adjustment to these Terms. You should visit this page periodically to review the most current Terms as they are binding on you. All changes to these Terms shall be effective immediately upon being posted on the Website.]
- 3.2. If there are any material changes to our Privacy Policy, we will announce that these changes have been made on our home page and on other key pages on the Website. Any material changes to our Privacy Policy will be posted on the Website 10 days prior to these changes taking place. Any non-material changes will become effective upon posting the revised Privacy Policy on the Website. You are therefore advised to re-read the Privacy Policy on a regular basis.
- 3.3. If you object to any changes to these Terms or our Privacy Policy, you may close your account. Any use of the Website after such notice shall be deemed to be an acceptance of these changes by you.

4. Applicability of the Contract

- 4.1. Any Contract into which we and you may enter applies to the Website (which includes the services provided on the Website, such as online courses, study materials, tests, tutorials and downloads and other products and services made available on or through the Website).
- 4.2. Registered users of the Website who have a Florence Academy "Account" are "Members" and unregistered users are "Visitors" (also referred to in these Terms and, as applicable, the Privacy Policy as "you", "your" and "user"). A Contract applies to both Members and Visitors. When you register and create an Account with

Florence Academy, you become a Member. If you have chosen not to register, you may access certain features as a Visitor.

4.3. As a Visitor or Member of the Website, the collection, use and sharing of your personal data is subject to our **Privacy Policy** [■LINK TO PRIVACY POLICY] (which includes our **Cookies Policy**).

5. Eligibility

5.1. In order to access or use the Website, you agree and understand that the Website and the contents of it are intended for people who are 18 years of age or above and you hereby represent that you are 18 years of age or above.

5.2. To use the Website you agree that: (1) you are 18 years of age or above; (2) you only have one Florence Academy Account which is in your name; and (3) you are not already restricted by Florence Academy from using the Website. Creating an Account with false information is a violation of our terms, including Accounts registered on behalf of other persons or persons under the age of 18.[]

5.3. Our Website is directed to people residing in the United Kingdom. We do not represent that the content available on or through the Website is appropriate for use or available in other locations.[]

6. Access and changes to the Website

6.1. Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service and the products we provide on the Website without notice and for any reason whatsoever.

6.2. From time to time, we may restrict access to some parts or all the Website, to Members (see section 7 below).

7. Your Account

7.1. In order to access certain functionality and information [or purchase/access goods and services through the Website], you may be required to create an Account and become a Member. If you create an Account and become a Member, we will assign a pin to you (the "Academy Pin"). If you are already a member of the Florence platform and website (accessible [here](#)), the Academy Pin can be used to link any certificates you obtain from passing the online courses on the Website with your account/profile on the Florence platform.

7.2. If you create and use an account you are responsible for maintaining the confidentiality of your account, password and Academy Pin and you must not disclose such information to any third party. You are responsible for restricting access to your computer and devices, and to the extent permitted by applicable laws, you agree to accept responsibility for all activities that occur under your account or password.

7.3. You should take all necessary steps to ensure that the Account password and the Academy Pin are kept confidential and secure and you should inform us immediately if you have any reason to believe that your password and/or Academy Pin have become known to anyone else, or if the password and/or Academy Pin are being, or are likely to be used in an unauthorised manner.

7.4. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your Account settings, in the your Account area of the Website. You are responsible for anything that happens through your Account unless you close it or report misuse.

7.5. We may suspend or terminate your Account and/or your access to the Website, without any prior notice to you, upon receipt of any notice or communication from any user or any governmental authority, regulatory agency or any other person or in case in our opinion you have failed to comply with any of the provisions of these Terms or any other provision of applicable laws or regulations and standards prescribed in connection with the use of the Website or as we may decide (acting reasonably) in order to protect us, the Website and its content and/or any other Visitor or Member or any other person.

7.6. Further, we may restrict or suspend your access to the Website and we may restrict, suspend or terminate your Account, if we determine, in our sole opinion, that:

7.6.1. You have misrepresented any information you have provided to us;

7.6.2. You are ineligible to access the Website in accordance with applicable laws; and/or

7.6.3. You are in breach of any of the Terms.

8. Availability of the Website

8.1. We do not warrant or represent that the Website shall be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in operating conditions, internet connectivity, third party software components and other reasons beyond our control that could result in the loss of content or unavailability of services or loss of any other information relating to activities carried out through the Website.

8.2. You agree that we have no obligation to store, maintain or provide you with a copy of any content or information that you or others provide, including any certificates received from completing online courses, except to the extent required by applicable law and as noted in our Privacy Policy. You are solely responsible for securing and backing up any content that you disclose to us or make available via the Website.

9. Viruses, hacking and other offences

9.1. We do not guarantee that the Website will be secure or free from bugs or viruses. You agree that material downloaded or otherwise accessed through the use of the Website is obtained entirely at your own risk and that you shall be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and we had been advised of the possibility of the same.

9.2. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

9.3. We shall not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on them, or on any website linked to them.

10. Linking to the Website

10.1. You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

10.2. You must not establish a link from any website that is not owned or operated by you.

10.3. The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in Section 15 of these Terms.

11. Third party websites

11.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We do not monitor or approve the contents of any such site nor do we accept any liability or responsibility for any third-party websites or for any loss or damage that may arise from your use of them. Any links should not be interpreted as approval or endorsement by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

11.2. Should we link to other website we will try to make it as clear as possible that you are leaving the Website. It is your responsibility to check the terms and conditions and privacy policy on any other website that you visit.

12. Intellectual property rights

12.1. Except where expressly stated to the contrary, all intellectual property rights in the Website including in any text, graphics, information, motifs, logos, designs and databases contained in the Website including the domain names, organisation and layout of the Website and the software used in relation to the Website are owned by us or our licensors. Those works are protected by intellectual property laws and treaties around the world (including copyright laws). All such rights are reserved.

12.2. Unless otherwise stated in these Terms, you may not reproduce or store any part of the Website in any other website, document management system or electronic retrieval system (via screen-scraping or otherwise) without our prior written permission. You must obtain prior written permission for the republication or redistribution of any Website content, including by framing or similar means except where permitted under these Terms. If you would like permission to use any content published on this Website outside these Terms, please contact us.

12.3. You may not:

- 12.3.1. resell (or attempt to resell) any Website content;
- 12.3.2. provide such content to any person in a way that the recipient could use it as a substitute for their own subscription to our Website;
- 12.3.3. use such content to create competitor products;
- 12.3.4. use such content to create works, products or services that are not work product created in the ordinary course of your business;
- 12.3.5. provide research or training tools or services using such content; or
- 12.3.6. download any such content into a virtual learning environment.

12.4. If you print off, copy or download any part of the Website in breach of these Terms, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.]

13. User-generated content

- 13.1. The Website may include information and materials uploaded by you and other users of the Website, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent our views or values.
- 13.2. Whenever you make use of a feature that allows you to upload content to the Website, or to make contact with other users of the Website, you must comply with the content standards set out in Section 15 of these Terms.
- 13.3. You warrant that any such contribution complies with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 13.4. Any content you upload to our Website will be considered non-confidential and non-proprietary and shall not include the personal data of any other person. [You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties.]
- 13.5. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website constitutes a violation of their intellectual property rights, or of their right to privacy.
- 13.6. We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in Section 15 of these Terms. However, you agree that we are not responsible for content or information uploaded by others. We cannot always prevent the misuse of the Website, and you agree that we are not responsible for such misuse.]
- 13.7. In using the Website and our services, you must ensure any data or information you submit or send: (a) is accurate (where it states facts); (b) is genuinely held (where it states opinions); and (c) complies with applicable law in any country from which it is posted, and that you have all necessary.

14. Complaints about content uploaded by other users

If you wish to complain about content uploaded by other users please contact us at hello@florence.co.uk or telephone us on 020 3911 2555 during office hours (Monday - Friday · 09:00 - 17:00).

15. Use of the Website and content standards

- 15.1. This section 15 sets out the content standards that apply when you upload content to the Website, make contact with other users on the Website, link to the Website, or interact with the Website in any other way.
- 15.2. You may only use the Website for lawful purposes in accordance with these Terms and our content standards detailed below. You must not:
- 15.2.1. send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- 15.2.2. transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 15.3. The following content standards apply to any and all content and material which you contribute to our Website ("**Contribution**"), and to any interactive services associated with it. We will determine, in our discretion, whether a Contribution breaches the content standards.

15.4.A Contribution must comply with all applicable laws, be accurate (where a statement of fact) and be genuine (where a statement of opinion).

15.5.A Contribution must not:

- 15.5.1. Be defamatory of any person.
- 15.5.2. Be obscene, offensive, hateful or inflammatory.
- 15.5.3. Bully, insult, intimidate or humiliate.
- 15.5.4. Promote sexually explicit material.
- 15.5.5. Promote violence or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 15.5.6. Infringe any copyright, database right or trade mark of any other person.
- 15.5.7. Be likely to deceive any person.
- 15.5.8. Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- 15.5.9. Promote any illegal activity.
- 15.5.10. Be in contempt of court.
- 15.5.11. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or anxiety.
- 15.5.12. Impersonate any person, or misrepresent your identity or affiliation with any person.
- 15.5.13. Give the impression that the Contribution emanates from us, if this is not the case.
- 15.5.14. Advocate, promote, incite any party to commit, or assist any unlawful or criminal act.
- 15.5.15. Contain any advertising or promote any services or web links to other sites.

15.6. Failure to comply with this Section 15 constitutes a material breach of the Terms and may result in our taking all or any of the following actions (or any other action we reasonably deem appropriate):

- 15.6.1. Immediate, temporary or permanent withdrawal of your right to use the Website.
- 15.6.2. Immediate, temporary or permanent removal of any Contribution uploaded by you to the Website.
- 15.6.3. Issue of a warning to you.
- 15.6.4. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- 15.6.5. Further legal action against you.
- 15.6.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

16. Reliance on information on or accessible via Florence Academy or the Website

16.1. All material on the Website is intended for information purposes only and does not represent advice on which reliance should be placed. You are hereby placed under notice that you should take appropriate steps to verify such information. You should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary obtaining legal and/or professional advice.

16.2. Nothing in the Website shall be regarded or taken as professional, legal, regulatory or compliance advice.

17. Our online study, training and certificates

17.1. Our Website uses e-learning programmes, good-practice techniques and ideas-sharing, with the aim of allowing you to improve and achieve effective professional development. We do this through the provision of online courses, study materials, tests, tutorials and downloads.

17.2. In environments where regulated activities are being carried out, it is the responsibility of regulated individuals, healthcare providers and organisations to ensure they maintain and develop their skills and knowledge at all times to ensure competency and compliance.

- 17.3. You are responsible and accountable for your own compliance with all applicable laws and professional and regulatory requirements, standards and qualifications including, without limitation, those set out by the Nursing and Midwifery Council and the Care Quality Commission.
- 17.4. Our services which may include online study materials, tests, tutorials and downloads may not be suitable to your circumstances and should not be considered as a substitute for the advice, training and/or certification of an accredited and/or regulated professional and/or regulatory body or other appropriately qualified professional or organisation.
- 17.5. We do not make any commitment to you that you will obtain any particular result from your use of the online courses study materials, tests, tutorials and downloads or that you will obtain any particular qualification on their completion (unless otherwise stated on the Website). We expect you to take reasonable care to verify that the content of the online courses study materials, tests, tutorials and downloads in question will meet your needs.
- 17.6. Unless otherwise stated on our Website, our training and certification options are not accredited or licensed by or on behalf of the Nursing and Midwifery Council, the Care Quality Commission or any other regulated professional and/or regulatory body or other qualified professional or organisation.
- 17.7. We will use our reasonable skill and care to compile the Website content (attributed to Florence Academy or authorised third parties) including the online courses study materials, tests, tutorials and downloads.
- 17.8. The use and receipt of an our online courses, study materials, tests, tutorials and downloads is personal to you and you may not transfer your rights to access the them or provide them to any other person.
- 17.9. Upon receipt, use and/or completion of our online courses study materials, tests, tutorials and downloads you may be entitled to print a certificate of completion.

18. Limitations of liability and acknowledgements

- 18.1. Each provision in this Section 18 shall be construed separately as between you and us. If any part is held to be unreasonable, inapplicable, or unenforceable, but would be valid if some part thereof was deleted such provision shall apply but with such modification as may be necessary to make it valid and effective.
- 18.2. We shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 18.3. We do not guarantee that:
- 18.3.1. use of the Website will be compatible with all hardware and software,
 - 18.3.2. use of the Website will deliver any specific outcome for its users, or
 - 18.3.3. defects on the Website will be corrected.
- 18.4. You must take appropriate steps to ensure that you regularly check for and protect against viruses when using the Website on any device.
- 18.5. We make no representations, warranties or guarantees, whether express or implied that the content on the Website and its content or our services is/are accurate, complete or up to date or suitable and accordingly it should not be relied on as such. We make no statement about the suitability of the content, information and services contained on, or accessed via, the Website. To the extent permitted by applicable laws, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law, the law of equity or otherwise (including, without limitation, in relation to of satisfactory quality and fitness for purpose). This includes materials accessed via links to websites (including home pages, web pages or documents they contain) operated by any other person or organisation.

- 18.6. The online courses study materials, tests, tutorials and downloads are for training purposes only. We will not accept any responsibility to any party for the use of the contents of the Website for any purpose other than information, training and educational purposes, including but not limited to the giving of care and/or advice or provision of services by you to any third party.
- 18.7. Any arrangements made between you and any other person, using or named on the Website are entirely at your sole risk and responsibility.
- 18.8. Information contained in or accessible via the Website changes on a regular basis. We may make improvements or alterations to the Website at any time and without notice (save for changes to the Terms and the Privacy Policy set out in Section 3 above).
- 18.9. The internet is not a secure means of communication. Emails may be intercepted by other people or organisations.
- 18.10. You should not send any communication to us through the Website or by email, in particular which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, unless you accept that any such communication would be sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result (except for losses which cannot be excluded or limited at law, as referred to directly above).
- 18.11. We are not responsible to you for any data that you lose either (a) as a result of accessing the Website, or in your receipt of our services. It is your responsibility to ensure that you regularly save and back up (i) all data which you hold on the computer from which you are accessing the Website and services and (ii) all data that you are inputting into or via the Website.
- 18.12. We will not be held responsible for any delay or failure to comply with our obligations under these Terms if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.
- 18.13. We further exclude to the fullest extent permissible by law (please see directly below for more details) all liability for damages and direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, business interruption, depletion of goodwill and like loss) or otherwise incurred by you or any other person or organisation and arising out of or in any way connected with the use of the Website or its content, whether based on contract, tort, strict liability or otherwise.
- 18.14. We expressly disclaim all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from the use of the Website and/or our services and/or due to reliance placed on materials on or provided by the Website by us or any user to the Website, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and we had been advised of the possibility of the same.
- 18.15. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.]
- 18.16. Please note that we only provide the Website for your personal use. You agree not to use the Website (or any content or material on or from it) for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18.17. Nothing in these Terms shall exclude our liability for death or personal injury caused by our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable laws.

19. Indemnity

You agree to indemnify, defend and hold us, our affiliates and their respective employees, directors, agents and assigns harmless from and against any and all damages, claims, suits, actions, causes of action, demands, liabilities, losses, costs and expenses arising out of or resulting from any claim from breach of these Terms by you.

20. Termination

20.1. Both you and Florence may terminate this Contract at any time with notice to the other. On termination, you may lose the right to access or use the Website. The following shall survive termination:

20.2. Members and/or Visitors' rights to further re-share content and information you shared through the Website to the extent copied or re-shared prior to termination;

20.3. Sections 8, 9, 16, 17, 18, 19 and 20 of the Terms;

20.4. Any amounts owed by either party prior to termination remain owed after termination.]

20.5. General

20.5.1. These Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

20.5.2. If any of these Terms are deemed invalid or unenforceable for any reason, then the invalid or unenforceable provision will be severed from these Terms and the remaining Terms will continue to apply.

20.5.3. Failure by us to enforce any of the provisions set out in these Terms, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms or any part thereof, or the right thereafter to enforce each and every provision.

20.5.4. This Contract is between you and us; there are no other third party beneficiaries to this Contract.

20.5.5. You may not assign or transfer this Contract (or your membership or use of the Website) to anyone without our consent. However, you agree that Florence may assign this Contract to its affiliates or a party that buys it without your consent.

20.5.6. These Terms shall not be amended, modified, varied or supplemented except in writing and signed by our duly authorised representatives.