

## **The Website Terms of Use**

Please read these terms and conditions (the "Terms"), which apply to your use of CFL's services and products including but not limited to courses, programmes and study materials (collectively the "Products") and also to your use of the following websites, including any subdomains thereof (collectively the "Websites"):

Please read our Privacy Policy, which applies to any personal data collected from you when you use any of the Products and/or Websites or send personal data to CFL by any other means.

### **1. If you do not accept these terms**

Access to and use of any of the Websites and Products is provided by us subject to these Terms, our Privacy Policy and any terms and conditions specific to the relevant product. By using any of the Websites and/or Products you are acknowledging that you have read and accepted these Terms and the Privacy Policy. You should not use any of the Websites and/or Products if you are not happy with these Terms.

If you are using any of the Websites and/or accessing Products from outside the UK other laws may apply to your use of such Websites and/or Products. We operate the Websites and, save for where we have local offices, provide our Products from within the UK. We are not subject to local laws applicable in your country and any of the Websites and/or Products may not be compliant with those local laws. You should not use any of the Websites and/or Products unless you are happy with this position.

### **2. Updates and changes to these Terms**

We may change these Terms from time to time by updating this page. You should review this page regularly. Your continued use of the Websites and/or Products after changes have been made will be taken to indicate that you have read and accepted those changes. You should not use the Websites and/or Products if you are not happy with any changes.

### **3. Intellectual property rights (including copyright)**

The Websites, all the materials contained on them and the content of the Products are protected by intellectual property rights. Materials and content include, but are not limited to, the design, layout, look, appearance, graphics and documents on the website or in our courses or learning materials, as well as all other content on the Websites and/or Products such as (but not limited to) articles and other text, and other content of courses such as slides. All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) subsisting in the design of, or materials on or in, the Websites and Products is either owned by us, licensed to us or we are entitled to use it.

You may not copy, redistribute, republish or otherwise make use of the materials on the Website, in our courses or learning materials or Products available to anyone else without CFL's written permission (including, but not limited to "caching" any material and "mirroring" any material):

- No materials can be modified in any way;
- No graphics are used separately from accompanying text;
- Our copyright and trade mark notices appear in all downloadable components; and
- You acknowledge the Website as the source of the material.

If you have our written permission to provide these materials and/or Products to another person, you must ensure they are made aware of these restrictions and you may be responsible to CFL for that person's non-compliance with these restrictions.

You may also permit your computer to make an electronically stored, transient copy of the content in the Websites only for the purpose of viewing it while connected to the internet (but you may only make one copy of any such content).

**4. Accuracy of content on the Websites or other CFL social media channels**

We do not represent that information contained on or available via the Websites or any other CFL social media channels is accurate or complete and accordingly it should not be relied on as such.

Any arrangements made between you and any other person, using or named on the Websites or any other social media channels is entirely at your own risk and responsibility.

Information contained in or accessible via the Websites or any other CFL social media channels may change from time to time. We may make improvements or alterations to the Websites or any other CFL social media channels at any time and without notice. We may modify, withdraw or deny access to the Websites or any other CFL social media channels at any time.

**5. Linking to non-CFL websites**

We may link to other websites which are not within our control. Such links would be provided for your convenience. In addition, other websites outside our control may link to the Websites. We are not responsible for the content of any external sites we provide links to or which link to the Websites or any other CFL social media channels. You should exercise caution and check you are happy with the terms and conditions applicable to any other website that you visit. No link is intended to be, nor should be construed as, an endorsement of any kind by us of another website.

**6. Liability**

We do not guarantee that use of the Websites or any other CFL social media channels will be compatible with the hardware and software which you use, or that it will be uninterrupted or error or virus free or that any defects on the Websites or any other CFL social media channels will be fixed by us (unless we are obliged by law to fix them, for example we would fix security defects within our control in line with our obligation under the Data Protection Act 1998 to keep personal data secure).

Please ensure that you regularly check for and protect against viruses when using the Websites or any other CFL social media channels on any hardware device. We make no statement about the suitability of the content, information, products and services which is made available via the Websites or any other CFL social media channels. Accordingly, all warranties and terms and conditions implied by statute or otherwise are excluded to the fullest extent permitted by law (please see directly below for more details). For example, we make no warranty that this website is free from computer viruses or any other malicious or impairing computer program.

We exclude all liability to the fullest extent permitted by law (please see directly below for more details) for damages and direct, indirect or consequential loss (including but not limited to pure economic loss, loss of business, revenue or profits, business interruption, depletion of goodwill and like loss) incurred by you or any other person and which arises out of or in connection with your use of or inability to use the Websites or any other CFL social media channels or their content, whether that liability is in contract, tort or otherwise.

We do not exclude or limit our liability (if any) to you:

- For any breach of obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;

- For personal injury or death resulting from negligence;
- Under section 2(3) Consumer Protection Act 1987;
- For any matter for which it would be illegal for us to exclude or to attempt to exclude liability; or
- For fraud.

The internet is not a secure means of communication and CFL cannot guarantee the security of postage or other hard copy delivery services. Emails may be intercepted by other people or organisations. You should not send any communication to us through the Websites or any other CFL social media channels or by email, postage or other hard copy delivery services, 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 is 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).

#### **7. Data Protection and Privacy**

Any personal data which you provide to us from which we can identify you as a living individual (whether by taking that information by itself or when using it in conjunction with other information which we hold or are likely to hold) and which affects your privacy ("personal data") is processed by us in accordance with our notification as a Data Controllers at the Information Commissioner's Office and our Privacy Policy.

#### **8. Contracting online**

Nothing on the Websites is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except for these Terms which govern the relationship between us in relation to your use of the Websites and where relevant other services.

If you make a contract with a third party who is named or referred to on the Websites, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

#### **9. Governing Law**

The terms of use of the Websites and/or Products and the formation, existence, construction, performance, validity and all aspects whatsoever of these Terms and the terms of use of any of the Products shall be governed by the laws of England and Wales.

#### **10. Jurisdiction**

The Courts of England and Wales shall have the non-exclusive jurisdiction over all claims or disputes (including non-contractual claims or disputes) arising in relation to, out of or in connection with your use of the Websites and these Terms or the terms of any Products. It is not intended that third parties shall have any rights in relation to these Terms under the provisions of the Contracts (Rights of Third Parties) Act 1999.

If any term of these Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, that term shall be deemed to be severed from these Terms and this shall not affect the remainder of these Terms which shall continue in full force and effect.