

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**WHAT'S IN THESE TERMS?**

These terms tell you the rules for using our website <http://www.ecc.ac.uk/> (**our site**).

**WHO WE ARE AND HOW TO CONTACT US**

<http://www.ecc.ac.uk/> is a site operated by Educational Competencies Consortium Limited (**We**). We are registered in England and Wales under company number 02918620 and have our registered office at 7th Floor, 30 Market Street, Huddersfield, United Kingdom, HD1 2HG. Our main trading address is 3 Gray's Inn Square, London, WC1R 5AH.

We provide a range of services to our member universities (**Members**), which include bespoke training packages, career development advice, HR metrics, management information and support regarding organisational change, pay and recruitment. You can find further detail regarding our services and other Member benefits on our site.

To contact us, please email [contactus@ecc.ac.uk](mailto:contactus@ecc.ac.uk) or telephone us on 020 7430 8368.

**BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

**THERE ARE OTHER TERMS THAT MAY APPLY TO YOU**

These terms of use refer to our Privacy Policy, which also applies to your use of our site. Our Privacy Policy sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

**WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. These terms were most recently updated on 12<sup>th</sup> October 2017.

**WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time to reflect our users' and Members' needs and our business priorities.

**WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and

operational reasons. We will try to give you reasonable notice of any suspension or withdrawal, but do not guarantee to do so.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE**

If you choose, or you are provided with, a username, password or any other piece of information as part of our security procedures (for example, if you register as a Member to our service), you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any username or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at [contactus@ecc.ac.uk](mailto:contactus@ecc.ac.uk).

### **HOW YOU MAY USE MATERIAL ON OUR SITE**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off a copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

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

### **USING OUR SITE FOR LAWFUL PURPOSES**

You may use our site only for lawful purposes. You may not use our site:

1. In any way that breaches any applicable local, national or international law or regulation.
2. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
3. For the purpose of harming or attempting to harm minors in any way.
4. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

5. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

1. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms.
2. Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

#### **DO NOT RELY ON INFORMATION ON THIS SITE**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of content that may be provided through our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

#### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval 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.

#### **USER-GENERATED CONTENT IS NOT APPROVED BY US**

From time to time, this website may allow information and materials to be uploaded by other users of the site (such as our Members). This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users (including other Members) please contact us on [contactus@ecc.ac.uk](mailto:contactus@ecc.ac.uk).

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

1. use of, or inability to use, our site; or
2. use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

1. loss of profits, sales, business, or revenue;
2. business interruption;
3. loss of anticipated savings;
4. loss of business opportunity, goodwill or reputation; or
5. any indirect or consequential loss or damage.

### **RULES ABOUT LINKING TO OUR SITE**

You may link to our home page, 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.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our site other than that set out above, please contact us at [contactus@ecc.ac.uk](mailto:contactus@ecc.ac.uk).

### **BREACH OF THIS POLICY**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate. This may include restricting your member rights and taking further legal action against you.

### **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.