

## Terms and Conditions

1. Welcome to the Chesterfield College website. If you continue to browse this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the College's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website. We do occasionally update these terms so please refer back to them in the future.
2. The term 'Chesterfield College' or 'us' or 'we' refers to the owner of the website whose registered office is Infirmary Road, Chesterfield, Derbyshire, S41 7NG, UK. The term 'you' refers to the user or viewer of our website.
3. The use of this website is subject to the following terms of use:
  - 3.1. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
  - 3.2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
  - 3.3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
  - 3.4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics.
  - 3.5. You are permitted to use our website for your own purposes and to print and download material from this website provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.
  - 3.6. The copyright and other intellectual property rights in all material on this Website are owned by us or our licensors and must not be reproduced without our prior written consent.
  - 3.7. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
  - 3.8. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
  - 3.9. From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not

signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

- 3.10. If you would like to link to this Website, you may only do so on the basis that you link to, but do not replicate, any page on this Website, and subject to the following conditions:
  - 3.10.1. you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us;
  - 3.10.2. you do not misrepresent your relationship with us or present any false information about us;
  - 3.10.3. you do not link from a website that is not owned by you; and
  - 3.10.4. your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.
- 3.11. If you choose to link to our website in breach of Paragraph 3.10 you shall fully indemnify us for any loss or damage suffered as a result of your actions.
- 3.12. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

#### **4. Site Uptime**

- 4.1. We take all reasonable steps to ensure that this Website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and, other technical issues. Therefore we will not be liable if this website is unavailable at any time.
- 4.2. This Website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

#### **5. Visitor Conduct**

- 5.1. With the exception of personally identifiable information, the use of which is covered under our Privacy Policy, any material you send or post to this Website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.
- 5.2. When using this website you shall not post or send to or from this Website any material:
  - 5.2.1. for which you have not obtained all necessary consents;
  - 5.2.2. that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or

inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom;

- 5.2.3. which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.
- 5.3. We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach paragraph 5.2.

## **6. Exclusion Of Liability**

- 6.1. Neither we nor any other party (whether or not involved in producing, maintaining or delivering this Website), shall be liability or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect or consequential loss, and whether in tort or contract or otherwise in connection with this Website.
- 6.2. Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

## **7. Governing Jurisdiction**

- 7.1. This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

## **8. Contact Details**

- 8.1. Marketing Department, Chesterfield College, Infirmary Road, Chesterfield, S41 7NG, UK. [marketing@chesterfield.ac.uk](mailto:marketing@chesterfield.ac.uk). 01246 500500.