



Reference Number: CORP_98-a04

Terms and Conditions

Revision History

Version	Last revised	Next review date	Policy Owner	Notes
1.0	17 February 2011		Corp Serv Manager	
1.1	15 March 2012		Corp Serv Manager	
1.2	17 December 2013	31 March 2014	Corp Serv Manager	Housestyle changes
1.3	28 October 2015	30 September 2016	Corp Serv Manager	Minor updates
1.3	28 October 2016	30 September 2017	Corp Serv Manager	Review date changed
1.3	24 October 2017	31 March 2018	Corp Serv Manager	Review date changed
1.4	9 May 2018	31 March 2019	Corp Serv Manager	GDPR updates

These Terms and Conditions govern the use of the website www.nccedu.com ("the Website") by anyone accessing the Website (hereinafter referred to as a "User", "Users", "your" or "you") and your relationship with NCC Education Ltd (hereinafter referred to as "our", "us", "we" or "NCC Education") which is incorporated in England (Registration No. 2665165) and whose registered office is at "The Towers", Towers Business Park, Wilmslow Road, Didsbury, Manchester M20 2EZ, United Kingdom. Please read them carefully as they affect your rights and liabilities under the law. If you do not accept these Terms and Conditions, please do not use the Website. If you have any questions on the Terms and Conditions, please contact customer.services@nccedu.com

1. Use of the Website

- 1.1 The Website and its use are governed by these Terms and Conditions. By using the Website you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include any updates or amendments thereto.

2. Amendments

- 2.1 We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Website. Any changes will be deemed to be notified to you by placing the updated Terms and Conditions on the Website and showing the date and version of such amendment at the bottom thereof.
- 2.2 The changes will apply to the use of the Website after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new and updated Terms and Conditions.

3. Intellectual property

- 3.1 The content of the Website is protected by copyright, trademarks, database right and other intellectual property rights. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on any portable storage device (but not any server or other storage device connected to a network) or print one copy of such content for your own non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from NCC Education.

4. Your use of the Website

- 4.1 You may not use the Website for any of the following purposes:-
 - 4.1.1 disseminating or transmitting any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - 4.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
 - 4.1.3 transmitting 'spam' emails to any addresses on the Website;

- 4.1.4 interfering with any other person’s use or enjoyment of the Website; or
- 4.1.5 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.

4.2 You will be responsible for our losses and costs resulting from your breach of this clause 4.

5. Availability of the Website

- 5.1 Although we aim to offer you the best service possible, we make no promise that the services at the Website will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Website you should report it to customer.services@nccedu.com and we will attempt to correct the fault as soon as we reasonably can.
- 5.2 You hereby acknowledge that NCC Education cannot guarantee that the Website will always be available, due to the need for maintenance or due to the nature of the internet and ISPs. Where the Website is unavailable for maintenance reasons, NCC Education will strive to minimise the period of any disruption.
- 5.3 NCC Education makes every effort to ensure that its computer infrastructure is free from computer viruses but NCC Education shall not be responsible for any computer problem that you may experience as a result of visiting the Website or any of its links.

6. Data Protection, Privacy and Cookies

- 6.1 Any personal or specific data which NCC Education collects from any User will be treated in accordance with the General Data Protection Regulations ((EU) 2016/679) and any national implementing laws, regulations, secondary legislation and associated codes of practice.
- 6.2 You can request that your individual information is removed from the Website by emailing customer.services@nccedu.com
- 6.3 Use of cookies by NCC Education: Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. NCC Education uses cookies on Connect to maintain session. No personal information is stored in these cookies.
- 6.4 By logging into this website, you are in agreement that the following cookies can be stored on your computer and used as detailed below.

Cookie	Name	Purpose	More Information
Google Analytics cookie	_utma _utmb _utmc	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The	Click here for an overview of privacy at Google

	_utmz	cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.	
Website functionality cookie	ASP.NET_SessionId	This cookie is essential for the functionality of the website. It allows the online forms to work correctly, including the registration, enrolment and resit forms. It also allows us to recognise who is logged in. This cookie is deleted when you close your browser.	Visit the Microsoft website

7. Limitations on NCC Education’s liability

- 7.1 The Website provides content from other Internet sites or resources and while NCC Education tries to ensure that material included on the Website is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.
- 7.2 If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Website. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- 7.3 This clause 7 shall not limit or affect our liability if something we do negligently causes death or personal injury.

8. Confidentiality Waiver

- 8.1 All data or information communicated to NCC Education by a User through the Website shall not be deemed to be confidential in any way whatsoever and by communicating such information to us you will be deemed to have waived any rights of confidentiality in such data or information to the fullest extent permitted by law.

9. Third Party Website

- 9.1 As a convenience to Users, the Website may include links to other web sites or material which are beyond NCC Education’s control. NCC Education is not responsible for content on any site outside the Website.

10. Applicable Law

10.1 These Terms and Conditions are governed in all respects in accordance with English Law and shall be construed and take effect as an agreement made in England, notwithstanding the fact that you may be based outside England. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England.

11. International Use

11.1 We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

12. Miscellaneous

- 12.1 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 12.2 If you breach these Terms and Conditions and NCC Education chooses to ignore this, NCC Education will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 12.3 NCC Education shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- 12.4 The Website is owned and operated by NCC Education and if you have any queries please contact customer.services@nccedu.com

9 May 2018. Version 1.4