

Terms of Usage

(1) Terms of Usage

- 1.1 This webpage (together with the webpages and documents referred to in it) sets out the terms and conditions (the 'Terms') on which you may use our websites (including, but not exclusively, www.etfoundation.org.uk, www.booking.etfoundation.co.uk, <https://leadershiphub.etfoundation.co.uk/> www.foundationonline.org.uk and www.etflearners.org.uk/) whether as a guest or a registered user. Please read these Terms carefully before you start to use our sites. By using our sites, you accept these Terms and agree to abide by them. If you do not agree to, or breach these Terms, please refrain from using our sites.

(2) Information about us

- 2.1 This website is operated by the Education and Training Foundation (we, us, our), a registered charity (registration no: 1153859) and company limited by guarantee (company registration number (England and Wales): 08540597).

(3) Individual agreements

- 3.1 From time to time, we may enter into a separate written agreement with you. In the event of any inconsistency between the terms of that agreement and these Terms, the terms of that separate agreement shall prevail.

(4) Accessing our sites

- 4.1 Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice. We shall not be liable if for any reason our sites are unavailable at any time or for any period.
- 4.2 From time to time, we may restrict access to some parts, or the entirety of, our sites to users who have registered with us.
- 4.3 If you choose, or you are provided with, a username or user identification code, password or any other information as part of our security procedures, you must treat that information as confidential, and you must not disclose it to any third party. We have the right to disable any username or user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of these Terms.

4.4 You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of these Terms, and that they comply with them.

(5) User Content

5.1 In respect of any and all material (including data, photographs, images, sound and text) that you send to us or otherwise contribute to our sites (the User Content), you represent and warrant that:

- (a) you are entitled to grant the licence granted to us under clause 6 of these Terms (the Licence);
- (b) the User Content does not, and our use of it (including as contemplated by the Licence) will not, infringe any third party's intellectual property rights (including trademarks, copyright, moral rights, database rights, design rights, confidentiality rights and all other rights having equivalent or similar effect), or other proprietary rights, or personality rights or rights of privacy;
- (c) the User Content does not, and our use of it (including as contemplated by the Licence) will not, violate any law regarding unfair competition, anti-discrimination or false advertising;
- (d) all information that you disclose to us is complete and accurate;
- (e) the User Content is not defamatory, trade libellous, unlawfully threatening or unlawfully harassing and does not otherwise breach any applicable law or regulation;
- (f) the User Content does not contain any advertising, or any political or religious message, and is not obscene, indecent, blasphemous, offensive or sexually explicit; and
- (g) the User Content does not contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

5.2 We have the right to remove any User Content from our sites if, in our opinion, that User Content does not comply with these Terms or for any other reason. We also have the right to disclose your identity to any third party who claims that the User Content violates that third party's rights or is otherwise unlawful.

6. Licence of User Content

- 6.1 Subject to our obligations under applicable data protection laws, you grant us a non-exclusive, perpetual, irrevocable, sub-licensable licence to use the User Content.
- 6.2 The Licence granted under these Terms includes the right for us (and our sub-licensees) to modify, reproduce, distribute, publicly perform, communicate, make available and display the User Content (including by reproducing and distributing the User Content (including as modified) in marketing and promotional media relating to us and/or our sites). We are under no obligation to use the User Content.
- 6.3 As between you and us, you irrevocably waive all moral rights (including under the Copyright, Designs and Patents Act 1988) in relation to the User Content. These Terms do not affect your ownership of any copyright (other than moral rights) in the User Content.

(7) Our intellectual property rights

- 7.1 Unless otherwise stated on our sites (including in these Terms), we are the owner or the licensee of all existing and future intellectual property rights (including trademarks, copyright, database rights, design rights, confidentiality rights and all other rights having equivalent or similar effect) in our sites (including the material published on it). All such rights are reserved.
- 7.2 You acknowledge and agree that Education and Training Foundation and Society for Education and Training logos used on our sites and any of our other logos used on our sites from time to time are our exclusive property (together, the Property) and that you shall not make use of the Property without prior written consent from us. You shall neither acquire nor claim any right, title or interest in or to any of the Property (or the goodwill attaching to them). All goodwill arising from the use of the Property shall at all times accrue to us. You shall upon our request execute or procure to be executed any agreements or other instruments that may be required in order to assign any right, title or interest in any of the Property to us.
- 7.3 Except to the extent that you are obliged by a court order or regulatory body to disclose it, you shall keep confidential all confidential information belonging to us that we may disclose to you.
- 7.4 Please contact us if you would like to refer to our sites or any material on them. Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.
- 7.5 You must not use any part of the materials on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.

(8) Our liability

8.1 The material on our sites, our sites and the services provided via our sites are not intended to be advice and you should not rely on them. That material and our sites are provided without any guarantees, representations or warranties as to their accuracy or freedom from harmful material. To the extent permitted by law, we hereby expressly exclude:

- (a) all conditions, representations, warranties and other terms that might otherwise be included, whether express or implied; and
- (b) any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or the use, inability to use, or results of the use of our sites (including reliance on any content displayed on our sites), any websites linked to our sites and any materials posted on our sites, including, in each case, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipate savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence and negligent misrepresentation), breach of contract or otherwise.

8.2 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation.

(9) Indemnity

9.1 You indemnify us against each and any loss, liability and cost (including reasonable legal expenses) that we may suffer or incur as a result of or in connection with any claim against us that results (in whole or in part) from a breach by you of your obligations under these Terms.

(10) Information about you and your visits to our sites

10.1 We process information about you in accordance with our Privacy Policy, which is available [here](#). By using our sites, you consent to that processing and you warrant that all data provided by you is accurate.

10.2 We may also obtain information about your use of our sites by using a cookie file which is stored on the hard drive of your computer. Our Cookie Policy forms part of our overall Privacy Policy which is available [here](#).

(11) Viruses, hacking and other offences

11.1 You must not misuse our sites 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 our sites, the server on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of service attack. We may co-operate with law enforcement authorities in relation to any such misuse, including by disclosing your identity to them.

- 11.2 We do not guarantee that our sites will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our sites or to your downloading of any content on them, or on any website linked to them.

(12) Linking to our sites

- 12.1 You may link to our home pages, provided you do so in a way that is, in our opinion, fair and legal and does not damage our reputation or take advantage of it, but 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.
- 12.2 We reserve the right to withdraw linking permission without notice. The websites from which you are linking must comply in all respects with the representations and warranties above relating to User Content (as if that websites and its contents were User Content).
- 12.3 You must not establish a link from any websites that are not owned by you. Our sites must not be framed on any other sites, nor may you create a link to any part of our sites other than the home page.
- 12.4 If you wish to make any use of material on our sites other than as set out above, please contact us at enquiries@etfoundation.co.uk

(13) Links from our sites

- 13.1 Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

(14) Variations

14.1 We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we have made, as they are binding on you. Some of the provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our sites.

(15) Jurisdiction and applicable law

15.1 Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales and the jurisdiction of the English courts. The English courts shall have exclusive jurisdiction in relation to all disputes arising out of or in connection with these Terms (including claims for set-off and counterclaims), including disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by, these Terms; and (ii) any non-contractual obligations arising out of or in connection with these Terms. For such purposes you irrevocably submit to the jurisdiction of the English courts.

(16) Your questions

16.1 If you have any questions or concerns about our sites, including any concerns regarding any users of our sites, please contact us using the details available at enquiries@etfoundation.co.uk

16.2 We are committed to ensuring that our sites are accessible to the widest possible range of people. If you have any questions or suggestions regarding the accessibility of our sites, or if you have difficulty using any part of them, please contact us.

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