

## WEBSITE TERMS

This page (together with the documents referred to on it) (**terms**) tells you the terms on which you may use [www.smartscreen.com](http://www.smartscreen.com) (**our site**). By using our site, you indicate that you accept these terms and that you agree to abide by them.

Our site is operated by The City and Guilds of London Institute (**we or our**). We are a body incorporated by Royal Charter and registered as a charity in England and Wales (Reg. No. 312832) and in Scotland (Reg. No. SC039576). Our registered office is at 1 Giltspur Street, London EC1A 9DD.

### 1. Our privacy policy

- a. We process information about you in accordance with our privacy policy <http://www.smartscreen.co.uk/1068658163.html>.

### 2. Your subscription to SmartScreen

- a. Your subscription to SmartScreen is governed by these terms, together with the Terms and Conditions of Use for the Walled Garden <https://www.walled-garden.com>
- b. Prices quoted exclude United Kingdom Value Added Tax or any other applicable local tax, which shall (if applicable) be added to your invoice at the appropriate rate.
- c. Unless expressly specified otherwise, all prices displayed are quoted in pounds sterling and all invoices and remittances shall be in the same currency.

### 3. Your Status

- a. By placing an order for SmartScreen via the Walled Garden, you warrant that: (i) you are an employee of an approved City & Guilds centre and (ii) you have permission from an authorised representative of your employer to place orders for SmartScreen.
- b. As all communication from us in relation to your subscription to SmartScreen will be sent to you (as a SmartScreen administrator), it is your responsibility to ensure we have your correct contact details. You can update your contact details, or add a new SmartScreen Administrator, by using the 'user management' tab on [www.walled-garden.com](http://www.walled-garden.com).

### 4. Subscribing to SmartScreen

- a. After placing an order for SmartScreen via the Walled Garden, you will receive an email from us confirming that your subscription to SmartScreen has been accepted by us (**Subscription Confirmation**). The contract between us will be formed when we send you the Subscription Confirmation. The contract will relate to the qualifications you have subscribed to as listed in the Subscription Confirmation.
- b. The Subscription Confirmation will provide instructions on how tutors and learners can self register and access SmartScreen; it is your responsibility to pass this information to them. Your tutors and learners will be able to access SmartScreen once they have self registered.

### 5. Term

- a. Your subscription to SmartScreen will begin on the date you receive the Subscription Confirmation (**Start Date**).

- b. Your subscription to SmartScreen will automatically terminate 12 months from the Start Date unless you elect to renew your subscription.
- c. If you have contacted us and agreed to a pro rata subscription term, your subscription will automatically terminate on the date agreed between us.

## **6. Renewal**

- a. We will send you an email reminding you that your annual subscription is due to expire 30 days before your subscription it is due to expire (**Renewal Reminder**).
- b. The Renewal Reminder will set out the qualifications in respect of which your SmartScreen subscription is due to expire, the renewal date, and the renewal prices together with instructions on how to renew. If you do not renew your subscription before the renewal date it will automatically expire.

## **7. Cancellation**

- a. You may cancel your order to subscribe to SmartScreen at anytime within seven (7) working days' from the date on which you received the Subscription Confirmation from us, provided that none of your tutors or learners has accessed SmartScreen. Your right to cancel ends as soon as a tutor or learner accesses SmartScreen.
- b. To cancel your order, you must write to us using one of the following methods:

**Email:** [directsales@cityandguilds.com](mailto:directsales@cityandguilds.com)

**Post:** Direct Sales (SmartScreen subscriptions)  
City & Guilds (140A)  
1 Giltspur Street  
London  
EC1A 9DD

**Fax:** +44 (20) 7294 3414

- c. If you cancel your order in accordance with the above, we will provide you with a full refund of the subscription price paid to us. We will process your refund as soon as reasonably possible and, in any case, within 30 days of receipt of your notice of cancellation to us. We will usually refund payment to you using the same method you used to make payment to us.
- d. Details of your right to cancel the contract will also be included in the Subscription Confirmation. This does not affect your statutory rights.

## **8. Accessing our site**

- a. If you choose, or are provided with, a user identification code, password, or other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any 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 these terms.
- b. We may restrict access to some parts of our site, or our entire site, to users who have registered with us.

- c. We reserve the right to suspend, amend, or withdraw the service we provide on our site without notice. We will not be liable if, for any reason, our site is unavailable at any time for any period.

## **9. Intellectual property rights**

- a. 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.
- b. You may print a copy and download extracts of any page(s) from our site for your personal reference. However, you may not (1) modify the paper or digital copies made or (2) 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 material on our site must always be acknowledged.
- c. You must not use any part of the materials on our site for commercial purposes without obtaining a written licence to do so from us or our licensors.
- d. 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.

## **10. Trade marks**

- a. 'SmartScreen' and 'City & Guilds' are registered trade marks owned by The City and Guilds of London Institute, and may not be used without obtaining a written licence to do so from us.

## **11. Linking to our site**

- a. 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, 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.
- b. 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.

## **12. Links from our site**

- a. Links from our site to third party sites are provided for your information only. We have no control over the contents or availability of those sites, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **13. Reliance on information posted**

- a. Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

## **14. Changes to our site**

- a. We aim to update our site regularly, and may change or remove the content at any time. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **15. Our liability**

- a. The material displayed on our site is provided on an 'as is' basis, without any representations, guarantees, or warranties - including warranties about the accuracy, completeness or suitability for any purpose of this site and its contents.
- b. To the extent permitted by law, we (and other members of our group) expressly exclude:
  - i. all conditions, warranties, and other terms which might otherwise be implied by statute, common law, or the law of equity;
  - ii. any liability for any direct, indirect, or consequential loss or damage incurred by any user in connection with our site or in connection with the use, or inability to use, our site, including (without limitation) any liability for loss of: income or revenue; business; profit or contracts; anticipated savings; data; 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), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

This provision does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

## **16. Viruses, hacking, and other offences**

- a. You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- b. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.
- c. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

## **17. Contacting us**

- a. If you have any concerns about material which appears on our site, please contact us by one of the following means:

**Email:** [directsales@cityandguilds.com](mailto:directsales@cityandguilds.com)

**Post:** Direct Sales (SmartScreen subscriptions)  
City & Guilds (140A)  
1 Giltspur Street  
London

EC1A 9DD

**Fax:** +44 (20) 7294 3414

**18. Variations**

- a. We may revise these terms from time to time to the extent reasonably necessary to reflect changes which may affect our business, such as changes in market conditions affecting our business, changes in technology, changes in operational processes, changes in payment methods, or changes in relevant laws and regulatory requirements. You will be subject to the Subscription Terms posted on our website at the time of your use of SmartScreen.

**19. Jurisdiction and applicable law**

- a. These terms and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.