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Terms & Conditions

This microsite is associated with the website of Bedford College whose primary address is:
Bedford College, Cauldwell Street, Bedford, MK42 9AH, England.

We provide access to and use of the website ("the Website") subject to the following Terms and Conditions which may be updated by us without notice to you. BY USING THE WEBSITE YOU WILL BE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS PLEASE CEASE USING THE WEBSITE.

1 Licence

1.1 Bedford College grants you a non-exclusive licence to use this website upon the following Terms and Conditions:

1.1.1 Bedford College may terminate this licence at any time without notice; and

1.1.2 your access and/or use of the Website constitutes your acceptance of these Terms and Conditions which apply to all pages on the Website and for all entry points into the Website.

2 Website content

2.1 All rights including those in copyright in the content of the Website are owned by, licensed to or controlled for these purposes by Bedford College ("the Content"). The Content includes, but is not limited to, the Website's design, layout, look, appearance and graphics. It is protected by intellectual property laws including, but not limited to, copyright. Accordingly, the Content may not be copied, reproduced, republished, downloaded, posted, broadcast or transmitted in any way except for your own private non-commercial use. Any other use requires written permission from Bedford College.

2.2 The re-distribution, re-publication, or otherwise making available of the Content of the Website to third parties without the prior written consent of Bedford College is prohibited.

2.3 Without limiting the foregoing, no part of the Website may be distributed or copied for any commercial purpose, reproduced, transmitted or stored in any other website or other form of electronic retrieval system.

2.4 Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence.

3 Limitation of liability

3.1 Bedford College makes no warranty, express or implied, or representation whatsoever regarding the Website or the Content or any advertising, services or products provided through or in connection with the Website.

3.2 Bedford College does not guarantee that use of the Website will be compatible with all hardware and software which may be used by visitors to the site.

3.3 Except as set out in clause 3.4, Bedford College shall be under no liability to you whatsoever whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever arising out of or in connection with the use of the Website, or the use, accessing, downloading or relying on



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any information or other materials contained in this website, including, without limitation, any such loss arising as a result of any computer virus or any other malicious computer code.

3.4 These Terms and Conditions do not exclude Bedford College's liability (if any) to you for personal injury or death resulting from Bedford College's negligence, for fraud or for any matter which it would be illegal for Bedford College to exclude or to attempt to exclude its liability

4 Website information

4.1 The information on the Website is given in good faith and for general information and interest only. It is subject to change without notice. Bedford College is not responsible for any inaccuracies and (except as set out in clause 3.4) makes no representation and gives no warranty as to its accuracy.

4.2 The information on the Website should not be relied on and does not constitute any form of advice or recommendation. By using the Website you confirm that you have not relied on the Content as such. Any arrangements made between you and any third party named or referred to on the Website are entirely at your sole risk and responsibility.

4.3 Nothing on the Website is intended to be nor should be construed as an offer to enter into a contractual relationship.

4.4 Whilst every effort is made to ensure the information on the Website is correct, some details may be subject to change. Bedford College reserves the right to make amendments to the courses, dates, fees or other details, and to make cancellations or changes if numbers are insufficient. In the unfortunate situation that we have to cancel a course we will refund your fees in full, but we regret we are not able to offer any refund if you withdraw from your course or fail to start, and you will be liable to pay any outstanding fees that may be due.

5 Courses and training

5.1 Bedford College will take all reasonable steps to provide the course for which you have enrolled. It does not guarantee to do so -and reserves the right to amalgamate, consolidate or cancel courses and alter the programme details and fees. Bedford College does not accept responsibility for the action of other agencies or for circumstances beyond the control of Bedford College, which may interfere with the ability of Bedford College to provide educational services, but it will take reasonable steps to prevent or minimise disruption to those services.

6 Changes to content of the Website

6.1 Bedford College will take reasonable steps to bring any substantial changes to the information on this website (including any changes to these Terms and Conditions) to the attention of visitors to the website and in particular to all students before they enrol. You are advised to check these Terms and Conditions from time to time.

7 Linking

7.1 The Website contains links to other websites. Any Content downloaded or otherwise obtained from the Website is obtained at your own risk and you shall be solely responsible and liable for the consequences arising therefrom. Bedford College accepts no responsibility or liability for the content of other websites which are not under the strict control of Bedford College. Any link is not intended to be, nor should be construed as, an endorsement of any kind by Bedford College of that other website.

7.2 You may not create a link to this website from another website or document without Bedford College's prior written consent.

8 Viruses

8.1 Bedford College does not warrant that the Website or access to it will be error-free or that the Website or the servers that make it available will be free of viruses or bugs.

9 User conduct - security

9.1 You agree not to:

9.1.1 disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or networks connected to or accessible through the Website or affiliated or linked websites;

9.1.2 disrupt or interfere with any other user's enjoyment of the Website or affiliated or linked websites; and

9.1.3 transmit through Website spam, chain letters, junk mail or any other type of

unsolicited mass email to people or entities who have not agreed to be part of such mailing.

9.1.4 You agree that you will not upload or attempt to upload, post or otherwise transmit on the Website any Content of any sort including without limitation any defamatory, obscene or unlawful content or content which would otherwise infringe any third party rights or be likely to cause offence.

9.2 You agree to indemnify and hold harmless Bedford College for any breach by you of these obligations as set out under this Clause 9.

10 Data protection

10.1 Bedford College may ask you to provide certain personal information when you use the Website. Bedford College may use your personal information to send information to you which it thinks may be of interest to you and may use your information to customise the Website according to your interests. If you do not want Bedford College to use your personal information in this manner, you should write to **Student Data Team, Bedford College, Cauldwell Street, Bedford, MK42 9AH.**

10.2 Under the Data Protection Act 1988, you may request details of the personal information that Bedford College holds about you. If you want to make such a request, or if you believe that any information that Bedford College holds about you is incorrect or incomplete, you should write to **Student Data Team, Bedford College, Cauldwell Street, Bedford, MK42 9AH.**

10.3 Bedford College strives to protect the security of information which you provide to Bedford College, and will use up-to-date measures to provide such security.

10.4 The Website may contain links to websites operated by third parties. Bedford College has no control over such third party websites and accordingly cannot be responsible for the protection of any personal information that you may provide while visiting such websites.

11 General provisions

11.1 If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be severed and deleted from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

12 Jurisdiction

12.1 The Website is controlled and operated by Bedford College from its offices in England. The formation, existence, construction, performance, validity in all aspects whatsoever of these Terms and Conditions or of any term of these Terms and Conditions or any dispute in relation to the materials contained in this website shall be governed by English law. The English courts shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions or use of the Website.

13 Refunds

13.1 A refund is the repayment of fees already received by the College.

Students, or their sponsors, are entitled to automatic full refunds where the College cancels a course, for which they had enrolled and paid fees. All refunds should be made within ten working days of the decision to close a class.

Refunds may also be made to students in the following situation:

Where a student's complaint is upheld by the College or a relevant agency (e.g. the LSC), or subsequent litigation results in a Court Order to refund all or part of a fee.

Your continued use of this website indicates your acceptance of these Terms and Conditions.