

TERMS OF WEBSITE USE

This page tells you the terms of use on which you may make use of our website (**our site**).

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. **If you do not agree to these terms of use, please refrain from using our site.**

1. INFORMATION ABOUT US

- 1.1 Philip Allan Updates is a trading name of Philip Allan Publishers Limited (we), which is a subsidiary of Hachette UK Limited. We are the proprietors of this site.
- 1.2 We are registered in England and Wales under company number 01086222 and have our registered office at 338 Euston Road, London NW1 3BH. If you need to contact us, our operational address is Market Place, Deddington, Oxfordshire OX15 0SE. Telephone: 01869 336410. Fax: 01869 337590.

2. ACCESSING OUR SITE

- 2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service and content we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.
- 2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 2.3 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 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 trade marks, copyright laws and treaties around the world. All such rights are reserved. You are only permitted to view this site from a personal computer and download material for personal non-commercial use or use specific items that carry an indication that they may be downloaded and printed for specific purposes.
- 3.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference by pressing the print icon on your browser. You may draw the attention of others within your organisation to material posted on our site.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 You must not circulate any downloaded materials or distribute them or sell or attempt to sell them to third parties or otherwise use them for commercial purposes without obtaining a licence to do so from us or our licensors.

- 3.5 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.
- 3.6 If you wish to make any use of material on our site other than as set out above, please address your request to [INSERT ADDRESS].

4. RELIANCE ON INFORMATION POSTED

- 4.1 The information contained on our site is not comprehensive and, despite our reasonable efforts, it may not be accurate, up to date or applicable to any particular circumstances. We do not accept any liability for any inaccuracies or omissions (to the extent permitted by any applicable law) and any decisions you may make based on information contained on this site are your sole responsibility.
- 4.2 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 statements by any visitor to our site, or by anyone who may be informed of any of its contents.
- 4.3 The site is aimed at those who access from the United Kingdom mainland. Those who access the site from other locations are responsible for compliance with local laws if and to the extent that local laws are explicable.
- 4.4 Prices for in-house and external courses, conferences, student revision conferences, seminars, workshops and other educational or training events (**events**) are the current prices shown on our site but they may change without prior notice.

5. OUR SITE CHANGES REGULARLY

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. 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.

6. OUR LIABILITY

6.1 Your attention is drawn particularly to the limitations on our liability contained in this section 6.

6.2 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude:

6.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

6.1.2 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, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation, any liability for loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated 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), breach of contract or otherwise, even if foreseeable.

- 6.3 These exclusions of liability do 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.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE: OUR PRIVACY POLICY

- 7.1 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

- 7.2 We may need to process your personal details including your name, address, telephone number and e-mail address to provide you with information or to reply to your queries. If you book any course we may also require your credit card details (depending on your method of payment). We will not collect any personal information about you without your consent. We will take reasonable precautions to prevent the loss, misuse or alteration of information you give us. For example, all the information you submit to us through this site is encrypted using Netscapes Secure Socket Layer (SSL) technology.

- 7.3 We may pass information that you have given to us to other companies with our group of companies. We may also use your information to let you know of new courses or other general information which may be of interest to you.

- 7.4 We do not sell any personal information about people who book our courses or the institutions they represent to third parties. However, we may release personal information if we acquire any new business and/or sell all or part of our business.

- 7.5 You have the right to access personal information that we hold about you and to have any errors corrected. It is your responsibility to ensure that we have correct contact information. If you would like us to remove all personal information we hold about you from our records or have any questions or queries with regard to data protection and privacy then please e-mail us at [INSERT ADDRESS] or write to us at our operational address above. If you do not wish to receive any promotional material from us please e-mail or write to us.

8. TRANSACTIONS CONCLUDED THROUGH OUR SITE

- 8.1 Purchases from this site or any other website belonging to any member of our group of companies are via BookPoint Limited one of the companies in our group. BookPoint's terms and conditions apply to any purchases [LINK TO BOOKPOINT Ts & Cs]. Contracts for the purchase of books must be concluded in English.

- 8.2 Further terms are binding on you if book any of our events. These further terms may be accessed through

[LINK TO TEACHER CPD WORKSHOP Ts & Cs]

[LINK TO STUDENT REVISION CONFERENCE Ts & Cs]

[LINK TO IN-HOUSE TEACHER & STUDENT COURSE Ts & Cs]

9. UPLOADING MATERIAL TO OUR SITE

- 9.1 Whenever you make use of a feature that allows you to upload material to our site, or if you provide any commentary, suggestions or information whether occasionally or as part of a regular blog, or if you make contact with other users of our site, you warrant that any such contribution will not be defamatory, abusive, discriminatory, obscene or offensive and does not infringe any intellectual property rights or contain any confidential information of any person or organisation. You agree to indemnify us for any breach of that warranty.
- 9.2 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 9.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.
- 9.4 We will oversee all materials uploaded to the site. We have the right to edit or remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy.

10. VIRUSES, HACKING AND OTHER OFFENCES

- 10.1 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.
- 10.2 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.
- 10.3 Whilst we make reasonable attempt to exclude viruses, worms, Trojans or other malicious or destructive computer code from this site or its content, we do not guarantee such exclusion. We can give you no assurances (either express or implied) and accept no obligations or liability in relation to such exclusion. You are strongly recommended to take all appropriate safeguards before using this site or downloading any information or content from it.
- 10.4 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.

11. LINKING TO OUR SITE

- 11.1 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.

- 11.2 You must not establish a link from any website that is not owned by you.
- 11.3 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. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

12. LINKS FROM OUR SITE

Where our site contains 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.

13. VARIATIONS

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

14. SEVERANCE

In the event that any or any part of these terms of use shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

15. JURISDICTION AND APPLICABLE LAW

- 15.1 The English courts will have exclusive jurisdiction over any claim or dispute arising from, or related to, a visit to our site save that any holder of any intellectual property infringed may raise action in any appropriate jurisdiction to protect such rights.
- 15.2 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.