

# Users Agreement

Welcome to Bristol Business College. Please read this User Agreement carefully, because by visiting or using the Bristol Business College site, you agree to be legally bound by and comply with its terms. If you do not agree to comply with this User Agreement, you are not authorised to use the Bristol Business College Site. We may revise this User Agreement from time to time, so please check this Web page each time you visit the Bristol Business College Site. If you continue to use the Bristol Business College Site after we post the change, this means you have agreed to the new terms.

## Privacy Policy

Please review our Privacy Policy, which is a part of this User Agreement and describes how Bristol Business College handles any personal data collected from visitors to this Bristol Business College Site.

## Copyright

Copyright in this Bristol Business College Site and all materials included in it is owned by or licensed to Bristol Business College, and all rights are reserved. You must abide by all copyright notices and restrictions contained on the Bristol Business College Site.

You may not copy, distribute, enter into a database, display, perform, create derivative works of, transmit, or otherwise use any materials from the Bristol Business College Site (including computer programmes or other codes) ("Site Materials"), except that you may download the Site Materials only for personal, non-commercial use, and only if you do not alter the text or remove any trademark, copyright, or other notice displayed on the Site Materials.

## Trademarks

Bristol Business College, Bristol Business College Logo, and any other trademarks on the Bristol Business College Site are trademarks owned by Bristol Business College. You may not use the Bristol Business College Trademarks in connection with any product or service that does not belong to us, or in any manner that is likely to cause confusion among users about whether we are the source, sponsor, or endorser of the product or service, nor in any manner that disparages or discredits us.

## Links, Frames, and Metatags

You may link to the home page of the Bristol Business College Site as long as the link does not cast us in a false or misleading light. Please let us know if you link to the Bristol Business College Site by contacting us at [admissions@bristolbusinesscollege.com](mailto:admissions@bristolbusinesscollege.com).

You may not frame the content of the Bristol Business College Site. You may not use metatags or any other "hidden text" that incorporates the Bristol Business College Trademarks or our name without our express written consent.

## Links to Other Web Sites

This Bristol Business College Site may contain links to other Web sites. This User Agreement and the Privacy Policy do not apply to these other Web sites. Be sure to read the user agreements and privacy policies that govern your use of these other Web sites.

## Disclaimer and Limitation of Liability

While we endeavour to ensure that the information on the Bristol Business College Site is correct, we do not warrant the accuracy and completeness of the material on the Bristol Business College Site. We may make changes to the material on the Bristol Business College Site or to the products and

prices described in it, at any time without notice, although we will provide notice of substantive changes to the Bristol Business College Site Privacy Policy. The material on the Bristol Business College Site is provided "as is," without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Bristol Business College Site on the basis that we exclude all representations, warranties, conditions, and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Bristol Business College Site.

We and any of our group companies, and the officers, directors, employees, shareholders, or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Bristol Business College Site in any way or in connection with the use, inability to use or the results of use of the Bristol Business College Site, any Web sites linked to the Bristol Business College Site, or the material on such Web sites, including, but not limited to, loss or damage due to viruses that may infect your computer equipment, software, data, or other property on account of your access to, use of, or browsing the Bristol Business College Site or your downloading of any material from the Bristol Business College Site or any Web sites linked to the Bristol Business College Site. If your use of the material on the Bristol Business College Site results in the need for servicing, repair, or correction of equipment, software, or data, you assume all costs thereof.

Nothing in this legal notice shall exclude or limit our liability for: (a) fraud; or (b) misrepresentation as to a fundamental matter; or (c) any liability that cannot be excluded or limited under applicable law.

#### Governing Law

This User Agreement is governed by the laws of the UK & Wales. You agree to submit to the exclusive jurisdiction of the English courts and waive any objection to such forum.

#### Termination

We reserve the right to suspend the Bristol Business College Site or terminate this User Agreement at any time without notice for any reason, including, in the case of the User Agreement, for your violation of any of its provisions. The Disclaimer and Limitation of Liability and Governing Law sections of this User Agreement shall survive any such termination.

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## Bristol Business College Privacy Policy

This is the privacy policy ("Privacy Policy") for Bristol Business College.

This Privacy Policy describes how we treat personal data received about you when you visit the Bristol Business College website or otherwise. Please read this Privacy Policy carefully, because by visiting or using this site or contracting with us, you agree to its terms. This Privacy Policy applies only to the site.

We may revise this Privacy Policy from time to time. We will notify you of any important changes by posting a notice on all Privacy Policy links. If you see a notice of change, please check the Privacy Policy, because your continued use of the site after we post the change means you have agreed to the new terms.

## Collection of Your Personal Data

We collect your personal data when you ask for information about our courses or study materials, when you submit your answers to our assessment quizzes or surveys, or when you enrol or are enrolled by your employer in one of our courses.

To process your enquiries and assessment quizzes or surveys, we collect your name, email and postal addresses, daytime phone number, and, if applicable, company and type of business.

To process enrolments and orders, we ask for your name, email and postal addresses, daytime phone number, company name and address, training manager's name, mobile and home telephone numbers, date of birth, professional certification or registration information, if any, NSI number (if applicable) and credit or debit card information.

We may also use your postal and email addresses to send you information about further courses, and other services or products similar to those you have ordered from us. If you do not wish us to send you this additional information, you can let us know by following the opt-out instructions that we include in every email, or by sending us notice of your preferences through the mechanisms listed in the section below entitled Your Ability to Choose.

## Sharing Your Data

We will need to use your data to perform our obligations and exercise our rights under agreements made with you and to inform you of feedback and exam results.

If you have enrolled in our courses through your employer, we will share your data and course attendance and test results with your employer.

Otherwise, we will share your personal data only with the service providers who help us run this Bristol Business College site to enable processing and administration of study material orders or to inform you about services and products which may be of interest to you. We may also need to disclose your personal data to third parties when we, in our sole discretion, believe it is necessary to comply with the law, to enforce our User Agreement or this Privacy Policy, or in connection with a sale or transfer of the Bristol Business College business.

## Your Ability to Choose

As mentioned above, we may use your email or postal address to send you information on obtaining or maintaining your professional qualification, or other courses, services or products we. If you do not wish to receive such information from us, or you do not wish us to share your data in this manner, you can let us know by emailing us at or sending your request by post to:

Attention: Privacy Inquiry  
Bristol Business College  
3 Moor Street, Chepstow, Monmouthshire, NP16 5DF

## Review and Correction

You may review and update the personal data you have provided to us by emailing us at [admissions@bristolbusinesscollege.com](mailto:admissions@bristolbusinesscollege.com) or sending your request by post to:

Attention: Privacy Inquiry  
Bristol Business College  
3 Moor Street, Chepstow, Monmouthshire, NP16 5DF

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# Terms & Conditions of Enrolment

## All programmes

1. Acceptance of any student onto any course at the college is conditional upon compliance with the regulations for admission to the course in question. Students must familiarise themselves with the regulation relevant to their programme.
2. Please note that all course fees must be paid in full on or before registration and are not refundable.
3. Students may defer a course place for up to one sitting within the first 2 weeks of classes. These courses will run only subject to minimum numbers.

## Fees

1. A completed enrolment form must be accompanied by payment in full or the completed employer authorisation (see next paragraph).
2. An employer authorisation will only be accepted by Bristol Business College if the relevant employer has approved credit terms with Bristol Business College and payment in full will be due within 30 days of each invoice date. The employer is fully responsible for the payment of amounts due in all circumstances (including termination of employment or course cancellation). Bristol Business College reserves the right to dismiss any student at any time for non-payment of fees or other amounts due.
3. Prices are subject to change and we reserve the right to charge additional amounts to reflect any pricing changes taking effect before course commencement date(s).
4. If an employer is paying for a student's participation in a course, that employer may be sent the relevant student's test results and progress and attendance records.
5. Deferral: where the full amount has been paid, an enrolment can be deferred for one relevant sitting, provided Bristol Business College receives written notice at least two weeks on/after the course commencement date. An administration charge of £50 per course will be invoiced by Bristol Business College. No refunds will be made and amounts paid for courses will be carried forward accordingly. It may be necessary to purchase new course materials upon recommencement of deferred study. These are not included in amounts previously paid and will be invoiced separately.
6. Course cancellation: requires that written notification be received by Bristol Business College at least two weeks prior to the course commencement date. A cancellation charge of £100 per course will be invoiced by Bristol Business College. Full course fees will be payable if less than two weeks notice is given and no refund will be made in such circumstances. Refunds are not available of any amounts paid for study materials, where the materials have been supplied to the student.
7. Dishonoured cheques will result in a charge by Bristol Business College £25 to cover administration and bank charges, as well as the risk of admission to study being refused. Persistent offenders may be reported to their relevant professional body for unprofessional conduct.

## Part Time Courses

### General

1. Bristol Business College reserves the right to charge interest at 10% per annum on overdue amounts.

2. Internally Assessed Examination and Computer Based Examination fees are non-refundable and non-transferable.
3. Any refund made by Bristol Business College will be paid to the original payer.
4. All deposits received are for the sole purpose of reserving a course place.
5. Funds received but not utilised or refunded in accordance with these Terms and Conditions will be forfeited to Bristol Business College.
6. Bristol Business College reserves the right to change the courses, tutors, dates and locations.
7. Courses are not transferable between students.
8. Students are expected to conduct themselves at all times in a manner which demonstrates respect for Bristol Business College and its staff, fellow students and property. Breaches of the student code of conduct can amount to gross misconduct, which may lead to expulsion from study.
9. Liability of Bristol Business College for losses arising from their negligence (except in the case of liability for death or personal injury), breach of contract or otherwise will be limited to the full amounts paid by the relevant student for the particular courses and/or study materials. Except in the case of liability for death and personal injury, Bristol Business College will have no liability for indirect or consequential loss or damage.
10. Students' arrangements with Bristol Business College are governed by UK law.

### **Disclaimer and Limitation of Liability**

While Bristol Business College endeavours to ensure that the information on the Bristol Business College website is correct; we do not warrant the accuracy and completeness of the material on the site or in any corporate brochures. We may make changes to the material on the site or to the products and prices described in it at any time without notice, although we will provide notice of substantive changes to the Bristol Business College Privacy Policy. The material on the site is provided "as is," without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Bristol Business College site is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Bristol Business College site.

Any of our group companies, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage that may result to students or any third party (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the this site in any way or in connection with the use, inability to use or the results of use of this site, any web sites linked to the Bristol Business College site, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing the Bristol Business College site or downloading of any material from the Bristol Business College site or any web sites linked to the Bristol Business College site. If your use of the material on the Bristol Business College site results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

Nothing in this legal notice shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.