

# Terms and conditions of website use

## 1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 13 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 13 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policies.

## 2. Copyright notice

- 2.1 Copyright (c) 2014 Brightlink Learning Ltd.
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
  - (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

## 3. Licence to use website

- 3.1 You may:
  - (a) view pages from our website in a web browser;
  - (b) download pages from our website for caching in a web browser;
  - (c) print pages from our website;
  - (d) stream audio and video files from our website; and
  - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 3.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.
- 3.3 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.5 Unless you own or control the relevant rights in the material, you must not:
  - (a) republish material from our website (including republication on another website);
  - (b) sell, rent or sub-license material from our website;
  - (c) show any material from our website in public;

- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.6 Notwithstanding Section 3.5, you may redistribute our newsletter or blog in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

#### **4. Acceptable use**

4.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Registration and accounts**

5.1 You must not allow any other person to use your account to access the website.

5.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.3 You must not use any other person's account to access the website.

#### **6. User login details**

6.1 If you register for an account with our website, we will provide you with OR you will be asked to choose a user ID and password.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 9; you must not use your account or user ID for or in connection with the impersonation of any person.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

## **7. Cancellation and suspension of account**

7.1 We may:

- (a) suspend your account;
- (b) cancel your account; and/or
- (c) edit your account details,

at any time in our sole discretion without notice or explanation.

## **8. Your content: licence**

8.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

8.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

8.3 You grant to us the right to sub-license the rights licensed under Section 8.2.

8.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 8.2.

8.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

8.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

8.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

## **9. Your content: rules**

9.1 You warrant and represent that your content will comply with these terms and conditions.

9.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

9.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libellous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime[, instructions for the commission of a crime or the promotion of criminal activity];
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;

- (i) be blasphemous;
- (j) be in breach of official secrets legislation;
- (k) be in breach of any contractual obligation owed to any person;
- (l) depict violence in an explicit, graphic or gratuitous manner;
- (m) be pornographic, lewd, suggestive or sexually explicit;
- (n) be untrue, false, inaccurate or misleading;
- (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (p) constitute spam;
- (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
- (r) cause annoyance, inconvenience or needless anxiety to any person.

9.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.

9.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

9.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

## **10. Report abuse**

10.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

10.2 You can let us know about any such material or activity by email.

## **11. Limited warranties**

11.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

11.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

11.3 To the maximum extent permitted by applicable law and subject to Section 12.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **12. Limitations and exclusions of liability**

12.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Section 13 and elsewhere in these terms and conditions:

- (a) are subject to Section 13.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

12.3 we will not be liable for any loss or damage of any nature.

12.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

12.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

12.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

12.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

12.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

### **13. Indemnity**

13.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

### **14. Breaches of these terms and conditions**

14.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) send you one or more formal warnings;
- (b) temporarily suspend your access to our website;
- (c) permanently prohibit you from accessing our website;
- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

14.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking[ (including without limitation [creating and/or using a different account]]).

## **15. Third party websites**

- 15.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 15.2 We have no control over third party websites and their contents, and subject to Section 12.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **16. Trade marks**

- 16.1 Brightlink Learning Ltd, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 16.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

## **17. Competitions**

- 17.1 From time to time we may run competitions, free prize draws and/or other promotions on our website.
- 17.2 Competitions will be subject to separate terms and conditions (which we will make available to you as appropriate).

## **18. Variation**

- 18.1 We may revise these terms and conditions from time to time.
- 18.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 18.3 If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **19. Assignment**

- 19.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- 19.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **20. Severability**

- 20.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 20.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **21. Third party rights**

- 21.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 21.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **22. Entire agreement**

22.1 Subject to Section 13.1, these terms and conditions, specific course terms and conditions for each course available on our website, our privacy and cookies policy and learner agreements shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **23. Law and jurisdiction**

23.1 These terms and conditions shall be governed by and construed in accordance with English law.

23.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

## **24. Statutory and regulatory disclosures**

24.1 We are registered in the trademarks index; you can find the online version of the register at <https://www.gov.uk/government/organisations/intellectual-property-office>

24.2 We are registered as an accredited centre with the Chartered Institute of Legal Executives in *the United Kingdom*.

24.3 We subscribe to restorative values, which can be consulted electronically at <https://restorativejustice.org.uk/resources/rjc-principles-restorative-practice>

## **25. Chartered Institute of Legal Executives**

25.1 CILEx is not currently accrediting centres for the delivery of their qualifications overseas. At this time Brightlink is able to offer CILEx courses to learners who are UK citizens, wherever in the world they may be, providing they can access a CILEx external examination centre.

25.2 CILEx unit subscriptions last for

CILEx revision and exam preparation unit – 2 months

Level 3 law, practice and skills units – 6 months

Level 6 skills units – 6 months

Level 6 law and practice units – 10 months

25.3 You will automatically be given access to an induction unit with any purchase. This unit will explain how to access materials and work with the Brightlink team.

25.4 Following unit purchase, we will authorise access to your materials within 24 hours. A tutor will be in touch with you to introduce themselves within 48 working hours.

25.5 You are advised to purchase CILEx recommended textbooks for all units to compliment your Brightlink studies and the support of your tutor. You will be signposted to these by your tutor. At level 3 the publishers of the recommended texts are CILEx law school. You can purchase them via their online shop usually at a cost of around £35 each (prices not guaranteed). At level 6 recommended reading titles are produced by various publishers and can be found on the CILEx website

[http://www.cilex.org.uk/study/student\\_information/recommended\\_reading.aspx](http://www.cilex.org.uk/study/student_information/recommended_reading.aspx)

25.6 You will be asked to make an appointment with your tutor to speak via Skype as soon as possible after unit purchase. If you have multiple tutors, for different units you will need to do this with each of them. All Skype contact will be scheduled in advance at a mutually convenient time, arranged by e-mail. Your tutor will need at least 48 working hours' notice of a request for a Skype appointment. If you would like your tutor to read or mark any work before your Skype appointment you must provide it according to the marking timelines below. During your induction Skype conversation your tutor will introduce themselves, work through the induction unit and unit schedule and undertake a needs exercise with you, to produce a learning agreement. Tutors have up to 50 other learners and cannot afford time spent on Skypes for learners who fail to keep the appointment. If you miss 2 Skype appointments with less than 48 working hours' notice of cancellation, we will no longer be able to provide this service to you.

25.7 When you are ready to complete assignments or mock examinations you may submit each to your tutor for marking on one occasion. You should send your assignment as a word document/s to your tutor's Brightlink e-mail address. They will respond confirming receipt, mark using track changes, store a copy and return to you via e-mail within 14 working

days for an assignment and 21 working days for a mock examination or professional skills unit submission. Each assignment or mock examination will only be marked once.

- 25.8 For professional skills units you may submit your work twice. Specific feedback, guidance or correction are not allowed under CILEx examination rules. However we will provide you with general feedback on first marking and provide you with a second opportunity to submit. If you require any further marking there will be a marking fee of £35.
- 25.9 When your subscription expires you can choose to re-purchase a month at a time, by contacting us for a link to do so via our online shop and PayPal.
- 25.10 If English is not your first language it is recommended that you seek advice before purchasing any units of study with Brightlink Learning. You may need to undertake language study first in order to subscribe to our online learning at your chosen level. You will be responsible for ascertaining this and Brightlink Learning cannot advise on further language study. If you choose to ignore this advice and purchase courses from us we reserve the right to terminate your subscriptions if your written English is not of the standard required by the Awarding Organisation. If your subscription is terminated for this reason we will be unable to refund your payment so please be very clear before you proceed with purchase.
- 25.11 In addition to purchasing a study subscription you are also required to be a member of the Chartered Institute of Legal Executives. You can register for membership online and find all details of how to do this and associated costs at [www.cilex.org.uk](http://www.cilex.org.uk) It is your sole responsibility to arrange and administer your membership. CILEx require that anyone who wishes to sit a CILEx examination or submit coursework must be a CILEx member.
- 25.12 Purchasing a course of CILEx study does not include examination entry, becoming a CILEx member or any other related costs.
- 25.13 You may enter for an examination session in any subject area when you feel ready to do so. For the professional skills units it is recommended that you wait until your tutor has passed your work and an internal verifier has confirmed this before applying to submit your work to CILEx.
- 25.14 You must enter yourself for examinations and coursework submission directly with CILEx via their website. Examination sessions are in January and June and will be undertaken by you at your local external examination centre. You should ensure via CILEx that there is an external centre near you before purchasing any Brightlink units. It is your responsibility alone to find out the deadline dates for exam registration and enter yourself.
- 25.15 We will always try to ensure our materials are up to date and relevant to the subject specifications but this website is available on an "as is" and "as available" basis and any express or implied warranties of any kind in relation to it, including, but not limited to, satisfactory quality, fitness for a particular purpose, availability, completeness, accuracy, non-infringement, compatibility and security are excluded to the fullest extent permitted by law. The content of this website is not intended to provide advice or guidance for any purpose other than the study of the qualifications specified. The information contained on this website may be changed at any time without notice.
- 25.16 Copyright in all course materials remains that of Brightlink Learning. Any unauthorised reproduction or transmission of any part of the course materials, whether electronically or otherwise, will constitute an infringement of copyright. No part of these materials may be loaned, resold or hired out for any purpose without prior written permission from Brightlink Learning. All intellectual property rights in and to the Brightlink Learning website and its contents are the property of Brightlink Learning and you agree not to copy, reproduce, transmit, distribute or create derivative works of any part of the website for any purpose except personal study use, nor assist any third party to distribute or commercially exploit all or any part of the website. When paying for these materials and using them Brightlink Learning permits you to print or download extracts of material to a standalone personal computer providing that Brightlink Learning is acknowledged as the source. Brightlink may revoke this permission at any time.
- 25.17 Brightlink e-learning courses are not transferrable to any other party.
- 25.18 You should take great care when making a purchase as refunds and transfers cannot be granted once the purchase has been processed.
- 25.19 Without limitation Brightlink Learning shall not be liable for any loss or damage of any kind arising from or in any way connected with use of this website or its contents or any materials derived from it, whether such losses were foreseen, foreseeable, known or otherwise.
- 25.20 All fees are shown on our courses page, in the shop and are payable in full at the time of purchase. Course fees include online materials, access to tutor guidance by e-mail and Skype for the relevant period of subscription from the date of purchase. No partial refunds or discount will be given for any materials not utilised.
- 25.21 You are required to have an e-mail address. It is a condition of your application to purchase a course that you have access to the internet so that you can access all resources and materials and you will need a Skype account which is free to access. You also need to satisfy yourself that you will be able to use the web based course resources by reference to the specification provided here. In order to use these materials effectively you will need a computer with the following computer specifications:

- Internet connection
- Web Browser – the newest version of Internet Explorer, Firefox, Chrome or Safari (all available for free)
- PDF viewer – Adobe Acrobat Reader, Most web browsers will view PDF document within a web browsing window.
- Document software – Microsoft Word, Open Office or Google Docs
- Video files –



- Adobe Flash (Warning, this is now coming to the end of its life and some browsers are starting to not support it)
- Most PCs will now have the ability to play any video media from built-in media players.
- Screen resolution – 1024 x 768 or higher
- Speakers
- Skype
- Microphone

25.22 Brightlink Learning reserves the right to refuse purchases at any time and to end any user's access to the website with immediate effect should this become necessary or desirable. If this should happen the user will be notified at the time of removal.