

Website Terms of Use

1. Introduction

1.1. Welcome to The Learning Effect (“we/us”)

This page tells you the terms on which you may use our Website, www.thelearningeffect.co.uk. Please read carefully before use. By using the Platform, you accept the terms and agree to abide by them. If you don't accept them, please do not use the Platform.

2. Who We Are

The Website www.thelearningeffect.co.uk is operated by The Learning Effect Ltd which is a UK limited company registered in England under company number 12060534.

Registered address is: The Learning Effect Ltd trading as The Learning Effect, 18 Barking Road, London E6 3BP.

VAT number: XXXXXXXXXX.

3. Use of the Website: General Terms

3.1. You have permission for temporary, non-exclusive use of the Website, but we can withdraw or change our service at any time without telling you and without being legally responsible to you. We can also allow anyone else to use the Website and the documents that we make available on the Website.

3.2. You are not allowed to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any part of the Website or the Website Software, and nor are you allowed to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website Software.

3.3. You are also not allowed to license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Website and/or any documents on the site available to any third party other than those you have invited on to the Website as users to share your documents, who have accepted these Website Terms of Use.

3.4. You are responsible for configuring your own computer and software to access our Website software and the material on our Website. Although we try to protect our Website, we are not responsible for any viruses, bugs or similar problems and you should use your own virus protection software. We don't give you any warranty that the way we deliver data to you is compatible with your software or with the way your computer is configured.

3.5. You agree to follow our Acceptable Use Policy.

3.6. We follow our Privacy Policy in handling information about you. By using the Platform, you agree to us handling this information and confirm that data you provide is accurate.

3.7. We use cookies to distinguish users and improve our Website.

4. Intellectual Property Rights

4.1. We are the owner or licensee of all intellectual property rights in the Website (for example the copyright and any rights in the designs) and the Website Software, and in any of the material and documents hosted or posted on the Website and in any and all databases related to the Website.

They are protected by copyright and you may only use any such material and the documents on these terms.

4.2. If you breach these terms, you lose your right to use our Website, and must destroy or return any copies of documents you have made.

5. Legal responsibilities

5.1. We do not guarantee the accuracy of material on our Website, and you are responsible for the use to which you put material and documents that you access on our Website. As far as legally possible, we exclude legal responsibility for any loss to you arising from use of our Website whether from tort, contract, negligence or otherwise (examples of such loss being: loss of income, profit, business, data, contracts, goodwill, savings, pure economic loss, indirect or consequential loss, costs, damages and expenses).

5.2. We will try to make sure that customer data is stored securely and backed-up. If we lose or damage it we will try to restore it. But if it is lost or damaged by a third party, we are not responsible to you unless they cause the loss or damage when working on it for us.

5.3 You agree that the limitations on liability contained in this paragraph 7 are reasonable. You also agree that any limitations on liability in this paragraph 7 apply to you and also to any person or company associated with you.

6. Computer Offences

6.1. If you do anything which is a criminal offence under a law called the Computer Misuse Act 1990, your right to use the Website will end straightaway. We will report you to the relevant authorities and give them your identity.

6.2. Examples of computer misuse include introducing viruses, worms, Trojans and other technologically harmful or damaging material. You are not allowed to do any of these things

6.3. You mustn't try to get access to our server or any connected database or make any 'attack' on the Website. We won't be legally responsible to you for any damage from viruses or other harmful material that you pick up via our Website.

7. Confidentiality and Conflicts

7.1. We have the following confidentiality obligations to you:

7.1.1. We will treat all information you provide to us and about matters dealt with by us (other than information which is in the public domain) as confidential. We will not disclose any confidential information to any third party, except with your written consent or if necessary or customary in the normal performance of our services (e.g. passing it to other professionals and consultants assisting us or you with your matter, unless you ask us not to) or if required or permitted by law or any regulatory authority to which we are subject.

7.1.2. Unless you instruct us otherwise in writing, we are entitled to state in promotional material and tender documents that we worked for you generally or on a particular matter or matters as long as we do not otherwise break our duty of confidentiality to you.

7.2. Your confidentiality obligations are:

7.2.1. You will treat all information we give you (other than information which is in the public domain) as confidential.

7.2.2. You will not disclose that confidential information to any other person, unless we have given our written consent or as required or permitted by law or any regulatory authority to which you are subject.

8. Complaints

8.1. We are committed to providing a high quality service. To maintain this commitment we operate a formal complaints procedure, a copy of which is available on request.

8.2 If you have any questions or a complaint about the service provided by us please contact info@thelearningeffect.co.uk to make your complaint.

9. Changes

9.1. We may change these terms from time to time and you must check them for changes because they are binding on you.

10. Links to Our Website

10.1. You are allowed to make a legal link to our Website's homepage from your website if the content on your website meets the standards of our Acceptable Use Policy. We can end this permission at any time.

10.2. You mustn't suggest any endorsement by us or association with us unless we agree in writing.

11. Links from our Website

11.1. Links from our Website to other websites are for information only. We don't control them and don't accept responsibility for other websites or any materials found upon them or any loss you suffer from using them.

12. Contact Us

Please email us at info@thelearningeffect.co.uk to contact us about any issues.