

Virtual Learning Environment Terms and Conditions (including Use of Cookies)

These Terms and Conditions govern the use of the website <https://vle.nccedu.com/> (“Virtual Learning Environment (VLE)”) by any registered user (hereinafter referred to as “your” or “you”) and your relationship with NCC Education Ltd (hereinafter referred to as “our”, “us”, “we” or “NCC Education”) which is incorporated in England (Registration No. 2665165) and whose registered office is at The Towers, Towers Business Park, Wilmslow Road, Didsbury, Manchester M20 2EZ, United Kingdom. Please read them carefully as they affect your rights and liabilities under the law. If you do not accept these Terms and Conditions, please do not use NCC Education’s Virtual Learning Environment. If you have any questions on the Terms and Conditions, please contact customer.services@nccedu.com

1. Use of NCC Education’s Virtual Learning Environment (VLE)

- 1.1 The VLE is provided to you for use subject to these Terms and Conditions. By using the VLE you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include any updates or amendments thereto.

2. Amendments

- 2.1 We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the VLE. Any changes will be notified to you by placing the updated Terms and Conditions on the VLE and showing the date and version of such amendment at the bottom thereof.
- 2.2 The changes will apply to the use of the VLE after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the VLE. If you continue to use the VLE after the date on which the change comes into effect, your use of the VLE indicates your agreement to be bound by the new and updated Terms and Conditions.

3. Registration

- 3.1 To register on the VLE you must be an Accredited Partner Centre or studying one of NCC Education’s online programmes.
- 3.2 You must ensure that any of your details provided by you on registration or at any time thereafter are correct and complete.
- 3.3 You must inform us immediately of any changes to the information that you provided when registering by updating such details in order that we can communicate with you effectively.

4. Password and security

- 4.1 When you are registered, you will be given a password for the VLE. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting customer.services@nccedu.com immediately.
- 4.2 If NCC Education has reason to believe that there is likely to be a breach of security or

misuse of the VLE, we may require you to change your password or we may suspend your account.

5. Intellectual property

- 5.1 The content of the VLE is protected by copyright, trademarks, database right and other intellectual property rights. You may retrieve and display the content of the VLE on a computer screen, store such content in electronic form on any portable storage device (but not any server or other storage device connected to a network) or print one copy of such content for your own non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the VLE without written permission from NCC Education.

6. Your use of the VLE

- 6.1 You may not use the VLE for any of the following purposes:-
- 6.1.1 disseminating or transmitting any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - 6.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
 - 6.1.3 for any purpose not related to the academic pursuit of the Programme including any political, religious or commercial purposes and shall not distribute over the VLE any advertising or solicitation of funds or goods and services.
 - 6.1.4 transmitting 'spam' emails to any addresses on the VLE;
 - 6.1.5 interfering with any other person's use or enjoyment of the VLE; or
 - 6.1.6 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- 6.2 You will be responsible for our losses and costs resulting from your breach of this clause 6.

7. Availability of the VLE

- 7.1 Although we aim to offer you the best service possible, we make no promise that the services on the VLE will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the VLE you should report it to customer.services@nccedu.com and we will attempt to correct the fault as soon as we reasonably can.
- 7.2 You acknowledge that NCC Education cannot guarantee that the VLE will always be available, due to the need for maintenance or due to the nature of the internet and ISPs. Where the VLE is unavailable for maintenance reasons, you acknowledge that NCC Education will strive to minimise the period of any disruption.
- 7.3 NCC Education makes every effort to ensure that its computer infrastructure is free from computer viruses but NCC Education shall not be responsible for any computer problem that a user may experience as a result of visiting the VLE or any of its links.

8. Data Protection, Privacy and Cookies

- 8.1 Any personal or specific data which NCC Education collects from a user will be treated in accordance with the General Data Protection Regulations ((EU) 2016/679) and any national implementing laws, regulations, secondary legislation and associated codes of practice.
- 8.2 A user can request that their individual information is removed from the VLE by emailing customer.services@nccedu.com
- 8.3 Use of cookies by NCC Education: Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. NCC Education uses cookies on the VLE to maintain session. No personal information is stored in these cookies.
- 8.4 By logging into this website, you are in agreement that the following cookies can be stored on your computer and used as detailed below.

Cookie	Name	Purpose	More Information
Google Analytics cookie	_utma _utmb _utmc _utmz	These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.	Click here for an overview of privacy at Google
Website functionality cookie	ASP.NET_SessionId	This cookie is essential for the functionality of the website. It allows the online forms to work correctly, including the registration, enrolment and resit forms. It also allows us to recognise who is logged in. This cookie is deleted when you close your browser.	Visit the Microsoft website
Content Management System cookie	.AxCMSID	This cookie is set by our websites content management system so that it can function correctly. It is not used by NCC Education for any purpose. This cookie is deleted when you close your browser.	

9. NCC Education's right to suspend or cancel your registration

- 9.1 We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.
- 9.2 You can cancel your registration at any time by informing us in writing at customer.services@nccedu.com. If you do so, you must stop using the VLE.
- 9.3 The suspension or cancellation of your registration and your right to use the VLE shall not affect either party's statutory rights or liabilities.

10. Limitations on NCC Education's liability

- 10.1 The VLE provides content from other Internet sites or resources and while NCC Education tries to ensure that material included on the VLE is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the Site we will attempt to correct the inaccuracies as soon as we reasonably can.
- 10.2 If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the VLE. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.
- 10.3 This clause 10 shall not limit or affect our liability if something we do negligently causes death or personal injury.

11. Confidentiality Waiver

- 11.1 All data or information publicly communicated to NCC Education by a user through the VLE shall not be deemed to be confidential in any way whatsoever and by communicating such information to us you will be deemed to have waived any rights of confidentiality in such data or information to the fullest extent permitted by law.

12. Third Party Websites

- 12.1 As a convenience to customers, the VLE may include links to other web sites or material which are beyond NCC Education's control. NCC Education is not responsible for content on any site outside of the VLE.

13. Applicable Law

- 13.1 These Terms and Conditions are governed in all respects in accordance with English Law and shall be construed and take effect as an agreement made in England, notwithstanding the fact that the user may be living outside England. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England.

14. International Use

- 14.1 We make no promise that materials on the VLE are appropriate or available for use in locations outside the United Kingdom, and accessing the VLE from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

15. Marketing

- 15.1 From time to time NCC Education would like to contact you with information about goods or services which we feel may be of interest to you. If you want us to use your personal data to contact you by electronic means, please contact us at customer.services@nccedu.com. Your data will then be used for these marketing activities unless you indicate otherwise.
- 15.2 We will not share your details with other companies.
- 15.3 We use tools to monitor the effectiveness of our communications with you, including email tracking, which records when an email from us is opened and/or how many links are clicked within the message. The data from this tracking is generally used in an aggregated and anonymised form.
- 15.4 If at any time your details change or you wish to unsubscribe from the list of communications sent to you, please contact us at unsubscribe@nccedu.com

16. Miscellaneous

- 16.1 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 16.2 If you breach these Terms and Conditions and NCC Education chooses to ignore this, NCC Education will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 16.3 NCC Education shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.
- 16.4 The VLE is owned and operated by NCC Education and if you have any queries please contact customer.services@nccedu.com

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