

WEBSITE TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

1. About these Terms of Use

- 1.1 These Website Terms of use (**Terms**) tell you the rules for using our website (**www.accelerateskills.com**). Use of the Site includes accessing, browsing or registering to use the Site. By using the Site, you confirm that you accept these Terms and that you agree to comply with them.
- 1.2 If you do not agree to these Terms, you should not use this Site or any part of it.

There are other terms that may apply to you

- 1.3 These Terms incorporate the following additional terms, which also apply to your use of the Site: (a) our [Privacy Policy](#); (b) and our [Cookie Policy](#).
- 1.4 Please note that when you decide to purchase any Services (defined in paragraph 3 below) the resulting legal contract is between you and the Training Provider who will have their own terms, policies and procedures which will apply in addition to these Terms.

We may make changes to these Terms and/or the Site

- 1.5 From time to time it may be necessary for us to amend these Terms. We will notify you of any changes by posting a revised version of these Terms on the Site. The revised terms will become effective immediately following such notice and your continued use of the Site will constitute your acceptance of the revised terms. It is recommended that every time you wish to use the Site that you check these terms to ensure you understand the terms that apply at that time.
- 1.6 Access to the Site is provided on a discretionary basis, and we reserve the right to withdraw or amend it or the Services specified on the Site at any time without notice. We will not be liable if for any reason any of the Services are unavailable at any time or for any period.
- 1.7 We do not guarantee that the Site or any of the Services will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for any reason. We will try and give you reasonable notice of any suspension or withdrawal.

2. Information about us and how to contact us

- 2.1 The website **www.accelerateskills.com** is operated by the University of Chester for the benefit of the Accelerate Cheshire and Warrington project (**Accelerate**) which is part-funded by the European Social Fund (**ESF**). The University of Chester is a non-exempt charity registered in the United Kingdom (registered charity number: 525938) of Parkgate Road, Chester, Cheshire, CH1 4BJ. VAT Number:
- 2.2 To contact us, please email acceleratecandw@chester.ac.uk.

About Accelerate

- 2.3 Working in partnership, the University of Chester and Cheshire & Warrington Local Enterprise Partnership (**the Partners**) have launched Accelerate to support businesses to reskill and upskill their current workforce by making funding available for skills and development training. See further: <https://candwgrowthhub.co.uk/accelerate/>.

- 2.4 The allocation of funding support through Accelerate is subject to eligibility and availability and it is a condition of any funding support offered through Accelerate that any training beneficiary must, once registered or confirmed on a training course, complete that training course in full – this is to ensure that any funding support provided under Accelerate (which makes use of public funds) is allocated fairly and appropriately and satisfies all of ESF’s delivery and impact requirements.
- 2.5 Where a training beneficiary who is registered or confirmed to attend or embark on a training course, fails to attend or complete that training course, they will become liable for 60% of the training course fees (i.e. they will no longer be eligible to receive any funding support or subsidy under Accelerate) and must reimburse the University of Chester (as the ESF grant recipient and administrator of Accelerate) these fees in full on demand.

3. Definitions

“Accelerate” has the meaning given in paragraph 2.1 above.

“including” and “includes” will be construed to mean “including” and “includes” “without limitation” in each case unless inconsistent with the context.

“Listings” has the meaning given in paragraph 4.1 below.

“Partner” has the meaning given in paragraph 2.3 above.

“Services” means the Training Services and/or Training Materials or any part of them provided to you by the Training Provider.

“Site” has the meaning given in paragraph 1.1 above.

“Site Content” means the online content included on the Site which is neither the Training Services nor the Training Materials.

“Terms” has the meaning given in paragraph 1.1. above.

“Training Provider” means the institution or training provider who will provide the Services made available to you via the Site. Training Providers have been procured to the Accelerate project through competitive tender. Please note that when you decide to purchase any Services the resulting legal contract is between you and the Training Provider who will have their own terms, policies and procedures which will apply in addition to these Terms.

“Training Services” means the training services provided to you by the Training Provider made available to you via the Site.

“Training Materials” means digital or print content belonging to a Training Provider and made available via the Site and/or supplied to you as part of the Training Services, which may include, but is not limited to digital content, written materials, workbooks, data, concepts, exercises, and assessments as supplemented, adapted or modified by the Training Provider from time to time, and includes any new materials based wholly or partly on the content, structure or ideas contained in the Training Materials.

“we” “us” and “our” means the University of Chester and the Partners and any other person or business to whom we may legally transfer our rights under these Terms.

“you” and “your” means the person who proposes to use or is using this Site or Services or any part of them.

4. Scope of our services



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- 4.1 The Site enables Training Providers to list their Services on the platform (**Listings**). We merely operate this platform to provide a gateway between you and the various Training Providers. As such we do not own, create, sell, resell, provide, control, manage, offer, deliver or supply any of the Services. Training Providers alone are responsible for their Listings and their Services. When you purchase any of the Services, you are entering into a contract directly with the relevant Training Provider. Please also see paragraph 1.4 above.
- 4.2 We are not and do not become a party to or other participant in any contractual relationship between you and the Training Provider, nor are we a broker. Other than as provided for in paragraph 6.2 below, we do not act as an agent for any Training Provider. We do not receive a fee or commission from Training Providers when you use the Site to purchase Services.
- 4.3 While we may help facilitate the resolution of disputes between you and the Training Provider pursuant to paragraph 14.8 below, you should note that we have no control over and do not guarantee (i) the existence, quality, safety, suitability or legality of any Training Provider's Listings or Services, (ii) the truth or accuracy of any Listing descriptions, or (iii) the performance or conduct of any Training Provider. We do not recommend, approve or endorse any Training Provider, Listing or Service and you will assume all risks in connection with your use of the Services including its suitability for any particular purpose. We provide no warranties, representations or undertakings in respect of any Training Provider, Listing or Service. To the fullest extent permitted by law, any warranties, conditions and other terms implied by statute or common law are excluded from these Terms.
- 4.4 It is your responsibility to ensure that any information (including your contact information) you provide to us or the Training Provider is correct and accurate. You should ensure that you check all information before making a purchase.
- 5. How contracts are formed between you and Training Providers**
- 5.1 Each order you place shall be deemed to be an offer by you to purchase the Services specified within it subject to these Terms and the applicable details on the product page.
- 5.2 No order shall be deemed to be accepted until you receive an email acknowledgement of the order. The contract between you and a Training Provider will relate only to those Services notified in the email acknowledgement of order.
- 6. Payment methods**
- 6.1 Purchases for Services you make with Training Providers may only be paid for using the payment methods we make available from time to time through the payment facility on the Site.
- 6.2 In accepting or otherwise processing your payments related to the purchase of a Training Provider's Services only, we act in the capacity as the Training Provider's agent. In all other



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matters, including the contents of their Listings and performance of the Services, the Training Providers act on their own behalf.

- 6.3 In respect of all payment methods, the Training Provider acknowledges and agrees that the receipt of valid payment from you by us for the purchase of Services between you and the Training Provider will satisfy your obligation to pay the Training Provider for the relevant item(s) and consequently, any debt obligations owed by you to the Training Provider for the purchase of such Services shall be extinguished at that time.
- 6.4 You acknowledge that these Terms, and/or any transaction made by you via the Site, does not create or imply any partnership, joint venture or trust relationship between us, you and/or the Training Provider. The Training Provider further agrees that it will not seek recourse (legal or otherwise) against you for payment of items if we have received valid payment from you. All prices shall be shown in the applicable currency and payable in that currency. Prices include VAT or other sales taxes where applicable.

7. Refusal of transaction

We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of so refusing or by reason of unwinding or suspending any transaction after processing has begun.

8. You must keep your account details safe

- 8.1 If you choose, or are provided with, a user identification code, password or other piece of information as part of our security or registration procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 8.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 8.3 If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at acceleratecandw@chester.ac.uk.

9. Permitted use of the Site

Prohibited uses

- 9.1 You may use the Site only for lawful purposes. You may not use the Site:
- in any way that breaches any applicable local, national or international law or regulation
 - in any way that may cause or may be intended to cause financial or reputational damage to us;
 - in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - for the purpose of harming or attempting to harm minors in any way;
 - to bully, insult, intimidate or humiliate any person;
 - to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful



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programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

9.2 You also agree:

- not to reproduce, duplicate, copy, reverse-engineer or re-sell any part of the Site or the Services in any medium without our prior written consent unless permitted by these Terms.
- not to access without authority, interfere with, damage or disrupt:
 - any part of the Site;
 - any equipment or network on which the Site is stored;
 - any software used in the provision of the Site; or
 - any equipment or network or software owned or used by any third party.

Links

9.3 You may link to our home page on the Site, 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. We expressly reserve the right to revoke the right granted in this clause in the event of a breach of these Terms and to take any action we deem appropriate.

9.4 The Site must not be framed on any other website, 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 at any time.

9.5 Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

10. Intellectual Property Rights

Site

10.1 We own, or are the licensee to, all rights, title and interest in and to the Site (including the Site Content), including all rights under patent, copyright, trade secret or trade mark law, and any and all other proprietary rights, including all applications, renewals, extensions and restorations thereof. You are not permitted to use our names, identifiers or logos without our written permission.

10.2 We are the owner or licensee of all intellectual property rights in the Site, and in the Site Content. Those works are protected by copyright law and treaties around the world. All such rights are reserved.

10.3 You will not modify, adapt, translate, prepare derivative works from, decompile, reverse-engineers, disassemble or otherwise attempt to derive source code from the Site or any part of it.



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10.4 You must not extract or otherwise use any of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

Services

10.5 Any logos, trade marks, service marks and domain names and all related intellectual property rights of the Training Providers belong to those Training Providers and the Training Providers also own the intellectual property rights in the Services they provide and you may not reproduce them without the Training Provider's prior written consent.

11. Do not rely on information on the Site

11.1 The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely.

11.2 Although we make reasonable efforts to update information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content of the Site is accurate, complete or up to date.

12. Disclaimer of Warranties and limitation of liability

12.1 We cannot give any undertaking, that the Services provided by the Training Provider and purchased through the Site will be accurate, complete, fit for purpose, suitable, of satisfactory quality, or will achieve any specific purpose, aim or target or that any result or objective will be achieved, be achievable or be attained as a result of your use of the Services, and these and any other such warranties (whether express or implied) are disclaimed and excluded by us absolutely to the fullest extent permitted by law. You will assume all risks in connection with your use of the Services. This disclaimer does not affect your statutory rights against individual Training Providers.

12.2 We do not review or control, and are not responsible in any way for the Listings or the Services. To the fullest extent permitted by applicable laws, we disclaim and exclude responsibility for any harm resulting from your use of any part of the Site or Services.

12.3 The Site is provided "as is" and "as available" and we expressly disclaim and exclude to the fullest extent permitted by law all express, implied and statutory warranties.

12.4 You use the Site at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from use of the Site.

12.5 Neither we nor the Training Providers are liable to you or any user for any use or misuse of the Site. Such limitation: (a) includes direct damages, whether such claim is based on warranty, contract, tort or otherwise (even if we have been advised of the possibility of such damages); (b) includes indirect, incidental, consequential, special, exemplary or punitive damages, whether such claim is based on warranty, contract tort or otherwise (even if we have been advised of the possibility of such damages); (c) applies whether damages arise from use or misuse of and reliance on this Site, from inability to use the Site, or from the interruption, suspension or withdrawal of the Site (including any damages incurred by third parties).



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12.6 Nothing in these Terms shall limit or exclude our liability for fraudulent misrepresentation, for death or personal injury resulting from our negligence or the negligence of our agents or employees or for any other liability that cannot be limited or excluded by law.

13. Uploading material to the Site

13.1 Uploaded material must not: (i) be defamatory of any person; (ii) contain material which is obscene, discriminatory, offensive, hateful, threatening or inflammatory; (iii) infringe any copyright, database right or trade mark of any other person; (iv) be likely to deceive any person; (v) promote any illegal activity; (vi) be likely to harass, upset, embarrass, alarm or annoy any other person; or (vii) be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

13.2 Any material a user uploads to the 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 a user's identity to any third party who is claiming that any material posted or uploaded by such user constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by users. We have the right to remove any material or posting a user makes on the Site.

14. Other Important Terms:

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **Waiver.** If we fail at any time to insist upon strict performance of any of your obligations under these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under them, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

14.3 **Severability.** If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

14.4 **Entire agreement.** These Terms and any policies expressly referred to in them constitute the entire agreement between us and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between us, whether written or oral, relating to its subject matter. Each of us agrees that neither we nor you shall have any remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms or any documents expressly referred to in them. Neither of us shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms and any policies expressly referred to in them.



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14.5 Force majeure. Where we or a Training Provider is prevented from or delayed in carrying out obligations under these Terms due to circumstances beyond our or the Training Provider's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, inclement weather, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to the Training Provider's workforce), or restraints or delays affecting carriers or an inability or delay in obtaining supplies of adequate or suitable materials then either our or the Training Provider's (as the case may be) performance of its obligations shall be postponed for the period of time that the circumstances continue.

14.6 Rights of Third Parties. These Terms do not and are not intended to confer any rights or remedies upon any person other than you or us. Nothing in this clause excludes our rights when acting as agent of any Training Provider pursuant to paragraph 6.2 above.

14.7 Law and Jurisdiction

Contracts for the purchase of Services through the Site shall be governed by English law. Any dispute arising from, or related to, such contracts shall be subject to the exclusive jurisdiction of the courts of England.

14.8 Feedback and Complaints

- (a) General comments about the Site are welcome, please contact acceleratecandw@chester.ac.uk.
- (b) Complaints about a specific Training Provider or Services should be directed to the Training Provider concerned through the contact details provided on the order confirmation email that you receive for resolution directly with them. If you have made a complaint and have exhausted all of the dispute resolution options available to you through the Training Provider, please contact acceleratecandw@chester.ac.uk.

14.8 Personal Data. Any personal data or other information provided by you is processed by us in accordance with our [Privacy Policy](#).

14.9 No joint venture or partnership.

Other than as provided for in paragraph 6.2, nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between us and a Training Provider, constitute one the agent of another, or authorise one to make or enter into any commitments for or on behalf of the other. Other than in the limited circumstances provided for in paragraph 6.2, both we and each Training Provider acts on its own behalf and not for the benefit of any other person.