

**Aspire Virtual Learning
Environment:
End User Agreement**

Hadland Care Group Ltd 2012

Contents

Terms of use

Page 3

- Information about us
- Accessing the site
- Intellectual Property Rights
- Site changes
- Our liability
- Information about you and your visits to our site
- Viruses, hacking and other offences
- Jurisdiction and applicable law
- Variations

Privacy policy

Page 7

- Information Hadland Care Group collects
- Tracking information
- Cookies
- Disclosure
- Security
- Disclaimer

Accessibility statement

Page 10

- Accessibility standards
- Video
- Text resizing
- Site changes

Acceptable use

Page 11

- Prohibited use
- Interactive services
- Content standards
- Suspension and termination
- Changes to the acceptable use policy

Feedback

Page 16

Terms of use

This document (together with the credentials referred to on it) informs you of the terms of use you adhere to upon the site access and general use of our website <http://www.aspiretrainingteam.co.uk>, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about us

This site is operated by: Hadland Care Group Ltd.
Unit 11 Central Business Park
Southcote Road, Bournemouth
Dorset, BH1 3SJ

Accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. 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 opinion you have failed to comply with any of the provisions of these terms of use. When using our site, you must comply with the provisions of our acceptable use policy. You are responsible for making all arrangements necessary for you to have access to our site.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it, unless otherwise stated. Copyright laws and treaties around the world protect those works shown. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged. You must not use any part of the materials on our site for commercial purposes without obtaining a license to do so from our licensors or us. If you print, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Site changes

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude: All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in

connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:

1. loss of income or revenue;
2. loss of business;
3. loss of profits or contracts;
4. loss of anticipated savings;
5. loss of data;
6. loss of goodwill;
7. wasted management or office time;
8. and / or any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Information about you and your visits to our site

We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. All data taken and/or stored by us that prove relevant to you is ours to do with as we please. We do not accept any liability for the data stored, it's distribution and general use. We also reserved the right to hold information for any duration we deem it necessary to do so.

Viruses, hacking and other offences

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is considered malicious or technologically harmful. You must not attempt to gain unauthorized access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other

technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. English law governs these terms of use.

Variations

We may revise these terms of use at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we made, as they are binding on you. Necessities may also supersede some of the provisions contained in these terms of use or notices published elsewhere on our site.

Privacy Policy

Hadland Care Group Ltd considers your privacy very seriously and is aware of its obligations under the Data Protection Act 1998. Hadland Care Group Ltd takes exceptional care in complying with the Data Protection Act 1998 at all times and all applicable UK and EU laws. This privacy policy is subject to change without prior notice. Hadland Care Group Ltd encourages you to review this policy periodically. By using Hadland Care Group's website, you agree to the terms of this policy in effect at that time.

Information Hadland Care Group collects

Hadland Care Group may gather both personal and non-personal identifiable information through this website to provide you with information about the company, its business, services and products and to enable Hadland Care Group to learn more about how you use the service. Hadland Care Group might collect personal data such as your name, email address and contact numbers when you agree to use our services.

Hadland Care Group may monitor your usage and personal information to administer and expand its business activities, provide customer service and enhance other services and products to Hadland Care Group's clients and prospective clients. Hadland Care Group may use information to notify you about business updates, important changes to the website, and new services and products.

Hadland Care Group may collect aggregate information from you. The aggregate data is used to enhance Hadland Care Group's internet services, potentially providing you a better experience without personally identifying you.

Tracking Information

Hadland Care Group can track the pages you visit via an IP address. An IP address is a number that is assigned to a computer when connecting to the internet; thus, your computer

can be personally identified. Hadland Care Group might obtain IP addresses for the purposes of, but not limited to aggregating information, system integration and auditing the website's use. This information will not will not personally identify you.

Cookies

Cookies are pieces of information that show how and when you use a website and can be transferred from a website to your computer hard drive for record-keeping. Cookies enable you to access the web easier by saving personal preferences and are used by most websites. Personally identifiable information is not collected or used, and this information does not personally affect you. Hadland Care Group may use cookies to better understand and improve its website by responding to your needs and preferences.

You have the option to delete, block or disallow receiving cookies by changing the settings of your web browser. However, the Hadland Care Group web services may be slower or might not function properly if you refuse cookies.

Disclosure

The information collected by Hadland Care Group through your use of our web services will not be passed on to any third parties without your consent. Hadland Care Group has the right to disclose user information in special circumstances where Hadland Care Group is required to by law, or has a reason to believe that disclosing this information is necessary to contact, identify or bring legal action against anyone that might be causing injury, disruption or interference to our systems, Hadland Care Group rights or property, or where anyone might be harmed by such activities.

Security

Hadland Care Group is dedicated to ensuring that your personal information is secure and will take precautions to ensure the security of its systems. The security of data transmission on the internet is not 100% guaranteed and as a result, although Hadland Care Group adopts reasonable steps to ensure your privacy and personal information, Hadland Care Group cannot guarantee or warrant the security of any information you disclose

or transmit to Hadland Care Group via online communications and is not responsible for the theft, inadvertent disclosure or destruction of such personal information.

Disclaimer

The data in this website is for information purposes only and is not represented to be error free. Access and use of our web services and its contents is at your own risk. Hadland Care Group makes no warranties expressed or implied concerning the content of this site, the accuracy, completeness, reliability or suitability of this site, unless otherwise stated.

Accessibility Statement

We are committed to website accessibility and the different needs of all of our users. To this aim we have endeavored to meet as many accessibility best practices as possible.

Accessibility Standards

Most pages of this site meet the requirements of WCAG 1.0 and WCAG Samurai however there are some pages that users with varying visual needs may find difficult to use. If this persists to be a problem contact Hadland Care Group immediately for support. Some pages require direct interaction with tasks that some users may find difficult. If this is the case a degraded version can be requested to those users that require it.

Videos

Some videos may be difficult to hear. This could be setting enabled on your web browser. If this is the case, contact us for support on how to resolve this issue.

Text Resizing

It is possible to resize the text using your browser:

- PC / Internet Explorer: From the menu bar underneath the search field, select Page and point to Text size
- PC / Firefox: From the menu bar at the top select View using the mouse and then selecting the Zoom tab. Select Zoom Text Only, then click Zoom In or Zoom Out
- PC / other browsers: Increase text size: Hold down the CTRL key and press + Decrease text size: Hold down the CTRL key and press –
- Mac / all browsers: Increase text size: Hold down the Command key and press + Decrease text size: Hold down the Command key and press –

Acceptable Use

This acceptable use policy sets out the terms between you and us under which you may access our website. This acceptable use policy applies to all users of, and visitors to, our site.

Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use.

This site is operated by Hadland Care Group ("We").

Prohibited uses

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- 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 send, knowingly receive, upload, download, use or re-use any material that does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorized 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 programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

Interactive Services

Where we do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users (and in particular for children) from third parties when they use any interactive service provided on our site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any service/information provided via third parties on our site, and we expressly exclude our liability for any loss or damage arising from the use of any service by a user in contravention of our content standards, whether the service is moderated or not.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not foolproof. Minors who are using any interactive service should be made aware of the

potential risks to them. We provide contact with our site moderator, should any concerns about child safety arise.

Content standards

These content standards apply to any and all material that you contribute to our site (contributions), and to any services associated with it. You must comply with the nature of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.

- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

By using our services, you agree to the stated conditions.

Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.

- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

Changes to the acceptable use policy

We may revise this acceptable use policy at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we make, as they are legally binding on you. Provisions may also supersede some of the requirements contained in this acceptable use policy or notices published elsewhere on our site.

Feedback

If you have any concerns about material that appear on our site, this document or any other material presented by us, please contact info@aspiretrainingteam.co.uk

Thank you for visiting our site.