

TERMS OF USE AND PRIVACY POLICY

WEBSITE TERMS OF USE

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website www.newham.ac.uk (**our site**), 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.

The site is operated by Newham College of Further Education, of The East Ham Campus, High Street South, London E6 6ER.

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.

You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

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. Those works are protected by copyright laws and treaties around the world. 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 and you may draw the attention of others within your organisation to material posted on our site.

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 licence to do so from us or our licensors.

If you print off, 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.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.

OUR SITE CHANGES REGULARLY

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.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy set out below. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

TRANSACTIONS CONCLUDED THROUGH OUR SITE

Contracts for the supply of goods formed through our site or as a result of visits made by you are governed by our [terms of sale](#).

UPLOADING MATERIAL TO OUR SITE

If you make use of any feature that allows you to upload material to our site, or to make contact with other users of our site, you must not do so:

- 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;
- in order 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 programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- to send, knowingly receive, upload, download, use or re-use any material which:
 - is defamatory of any person;
 - is obscene, offensive, hateful or inflammatory;
 - is sexually explicit;
 - promotes violence;
 - promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - infringes any copyright, database right or trade mark of any other person;
 - is likely to deceive any person;
 - is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 - promotes any illegal activity;
 - is threatening, abusive or invades another's privacy, or causes annoyance, inconvenience or needless anxiety;
 - is likely to harass, upset, embarrass, alarm or annoy any other person;
 - impersonates any person, or to misrepresents your identity or affiliation with any person;
 - gives the impression that it emanates from the College, if this is not the case.
 - advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Any material you upload to our 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 your identity to any third party who is claiming that any material posted or uploaded by you to our site 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 you or any other user of our site.

We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with these terms of use.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not

attempt to gain unauthorised 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.

LINKING TO OUR SITE

You may link to our home page, 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.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site, 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 without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to web.manager@newham.ac.uk.

LINKS FROM OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

YOUR CONCERNS

If you have any concerns about material which appears on our site, please contact web.manager@newham.ac.uk.

PRIVACY POLICY

Newham College of Further Education (the "College" / "we") is committed to protecting and respecting your privacy.

This policy (together with our terms of use above) sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

For the purpose of the Data Protection Act 1998 (the **Act**), the data controller is Newham College of Further Education, The East Ham Campus, High Street South, London E6 6ER.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our site www.newham.ac.uk (**our site**). This includes information provided at the time of registering to use our site, posting material or requesting further information. We may also ask you for information when you report a problem with our site.
- If you contact us, we may keep a record of that correspondence.
- We may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them.
- Details of transactions you carry out through our site (including the payment of course fees and/or nursery charges and/or the purchase of goods) and of the fulfilment of any orders you place through the site.
- Details of your visits to our site and the resources that you access.

IP ADDRESSES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

WHERE WE STORE YOUR PERSONAL DATA

All information you provide to us is stored on our secure servers. Any payment transactions will be encrypted using SSL technology. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

USES MADE OF THE INFORMATION

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To provide you with information, goods or services that you request from us or which we feel may interest you, where you have consented to be contacted for such purposes.
- To carry out our obligations arising from any contracts entered into between you and us.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

If you are an existing customer, we will only contact you by electronic means (e-mail or SMS) with information about goods and services similar to those which were the subject of a previous sale to you.

If you are a new customer, we will contact you by electronic means only if you have consented to this.

If you do not want us to use your data in this way, please notify us at

[web.manager@newham.ac.uk FOR "UNSUBSCRIBE" NOTIFICATIONS].

DISCLOSURE OF YOUR INFORMATION

We may disclose your personal information to third parties if we are under a duty to do so in order to comply with any legal obligation, or in order to enforce or apply our [terms of use](#) or [terms of sale](#) and other agreements; or to protect the rights, property, or safety of the College, its students, customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. You can also exercise the right at any time by contacting us at [Newham College, East Ham Campus, London E6 6ER **OR** marketing@newham.ac.uk].

Our site may, from time to time, contain links to and from the websites of other organisations. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for

these policies. Please check these policies before you submit any personal data to these websites.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

CHANGES TO TERMS OF USE AND PRIVACY POLICY

Any changes we may make to our terms of use or privacy policy in the future will be posted on this page and, where appropriate, notified to you by e-mail.

CONTACT

Questions, comments and requests regarding our terms of use or privacy policy are welcomed and should be addressed to [Newham College, East Ham Campus, London E6 6ER OR marketing@newham.ac.uk].

Last reviewed: 26/07/2018