



Website Terms and Conditions Policy

V3.2 2023/24





Website Terms and Conditions

www.umbrellatraining.co.uk

These terms of use govern your use of our site.

These website terms of use have been provided and, approved by the solicitors at legal documents resource DIY LEGALS.

Please read these terms in full before you use this website. If you do not accept these terms of use, please do not use this website.

Your continued use of this site confirms your acceptance of these terms.

Our Website

This website is owned and operated by Umbrella Training & Employment Solutions Limited (otherwise referred to as “we”, “our” or “us”), a company limited by shares that is registered in England and Wales with the company number 08284521 and the registered office address of Saxon House, 27 Duke Street, Chelmsford, Essex CM1 1HT.

Please read these terms carefully before using our website. Using this website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use our website.

Purchase of Services Any purchase of services you make via our website will be governed by our Terms and Conditions of Sale.

Access

We reserve the right to remove access to this website in respect of anyone who does not comply with the terms set out herein.

Content

Unless stated otherwise, the intellectual property rights and copyrights for all material displayed on our website (and contained in the online courses and materials accessed via our website) are owned by us or our licensors. You may download and print extracts from our website (or from the online courses accessed through our website) for your own personal, non-commercial purposes. You should not use any extracts from our website for any other purposes. Any rights not expressly granted in these terms and conditions are reserved.

No part of our website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission. Any rights not expressly granted in these terms are reserved.



With the exception of the online courses and associated material (which is dealt with in our Terms and Conditions of Purchase), the material on our website is provided on an “as is” basis, without any conditions, warranties or other terms of any kind. To the maximum extent permitted by law, we provide you with this website on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have an effect with respects to our website.

The content on our website is provided for general information only and is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that its content is accurate, complete or up-to-date. Third Party Websites Links to third party websites on our website are provided solely for your convenience.

If you use these links, you leave our website. We have not reviewed all of these third-party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to by our website, you do so entirely at your own risk.

Availability

We always try to ensure that our website is always available for you. In the event that our website is unavailable at any time and for any period (for whatever reason) we shall not be liable.

Visitor Material and Conduct

Other than personally identifiable information, which is covered under our Privacy Policy, any material you transmit or post to this website shall be considered non-confidential and non-proprietary.

We shall have no obligations with respect to such material. We and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes. You are prohibited from posting or transmitting to or from our website any material that is threatening, defamatory, obscene, or similar.

You must have obtained all necessary licences and/or approvals before submitting any information. We reserve the right to remove any material from its website that it considers inappropriate or unsuitable. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

Viruses and Security

We do not guarantee that our website will be secure or free from viruses. You are responsible for the systems, software and connection you use in order to access our website. You should use



your own virus protection software. You must not misuse our website 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 website, the server on which our website is stored, or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. Such actions constitute a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the authorities, co-operate with them and disclose your identity to them.

Our Use of Cookies IMPORTANT:

Visiting the Umbrella Training website with your browser settings adjusted to accept cookies tells us that you want to use Umbrella Training's products and services and that you consent to our use of cookies and other technologies to provide them to you as described in this notice and in our,

Privacy Notice

See below for information on how to modify the settings in your browser to notify you when you receive a new cookie and disable cookies altogether.' What is a cookie? A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

How do we use cookies? We may use both "session" cookies and "persistent" cookies on the website. We will use the session cookies to: keep track of you whilst you navigate the website. We will use the persistent cookies to: enable our website to recognise you when you visit and provide you with a personalised service. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

We use Google Analytics to analyse the use of this website. Google Analytics generates statistical and other information about website use by means of cookies, which are stored on users' computers. The information generated relating to our website is used to create reports about the use of the website. Google will store this information.

Google's privacy policy is available at: <http://www.google.com/privacypolicy.html>

By using this website, you acknowledge and agree that information we collect about you (including in relation to any order you place for our services) may from time to time be transmitted, stored or processed outside of the European Economic Area where we use cloud applications, cloud storage or third party service providers to store or process this data. Where we do so, this will be for the purposes we set out in the section within our Privacy Policy entitled "What we do with the information we gather."

Cookies and browser settings Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third-party cookies. For example, in Internet Explorer you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all

cookies" using the sliding selector. Blocking all cookies will, however, have a negative impact upon the usability of many websites, including this one.

Privacy

Please refer to our Privacy Policy on our website for a full copy of our Privacy and Cookie Policy and information on how your personal information will be handled and processed by us. Liability Save to the extent permitted by law, we (and any of our group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with your use of this website. We do not exclude or attempt to limit in any way our liability:

- for personal injury or death resulting from our negligence;
- for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability; or
- for fraud or fraudulent misrepresentation.

Subject to the exclusions/limitations set out above, we shall not be liable to you for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, Loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

Linking By browsing our website, we agree with you as follows:

1. You may link to our website, provided you do so in a way that is fair and does not damage our reputation or improperly take advantage of it;
2. You will not link so as to suggest any form of association, approval or endorsement on our part where none exists; and
3. You will not use links to frame our website or any part of it on any other site or otherwise pass off our site or its content as that of another site. We reserve the right to withdraw linking permission without notice. If you wish to make any use of content on our site other than that set out above, please contact info@umbrellatraining.co.uk

Grounds for Complaint

We have the right to revise and amend these terms and conditions from time to time. You will be subject to the terms and conditions in force at the time that you access our website.

If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.



These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.

Document control

Document Reference	
Document Title	Website Terms and Conditions Policy
Version	3.1
Original Author	Adele C Oxberry
Authors Title	Adele C Oxberry
Policy Owner	CEO
Original Issue	September 2018
Formal Review Date	April 2022
Author of Revision	Adele C Oxberry
Date of Revision	April 2023
Revision Number	3.2
Reason for Revision	To be in line with updated legislation
Amendments	Update branding
Formal Review Date	10th April 2024

Signed



Printed Name Adele Oxberry

Job Title CEO

Date 12th April 2023