

# SEJ Course Management Agreement

In these terms and conditions, **'you'** or **'your'** refers to the user or viewer of our SEJ Training / Membership course content.

**'Course Content'** means the content of Courses, including the Downloadable Material.

**'Courses'** means the courses made available on our website or your course management system, that you have been granted access to via the login details you have been provided with, URL or video format.

**'Downloadable Material'** means any materials that you are expressly invited to download as part of a Course.

If you continue to use our SEJ Training / Membership course content you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our SEJ Training / Membership course content.

## 1. Licence to use our SEJ Training / Membership course content.

### 1.1. You may:

1.1.1. access the Courses on our website using a website browser, or your course management system.

1.1.2. download Downloadable Material, store and view them on your computer, and print copies of them, in each case for your own personal use, and providing that such printing is not systematic or excessive. Nor shared with anyone else.

### 1.2. You must not:

1.2.1. edit, modify, adapt or alter any material and course content connected to the SEJ Training or resources on the membership area.

1.2.2. reverse engineer, decompile or disassemble any material and course content connected to the SEJ Training or resources on the membership area.

1.2.3. publish, republish, sell, license, sub-license, rent, transfer, broadcast, distribute or redistribute any material and course content connected to the SEJ Training or resources on the membership area.

1.2.4. show any material and course content connected to the SEJ Training or resources on the membership area, in public.

1.2.5. use any material and course content connected to the SEJ Training or resources on the membership area, in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable.

1.2.6. use any material and course content connected to the SEJ Training or resources on the membership area, to compete with the SEJ and associated works.

1.2.7. use any material and course content connected to the SEJ Training or resources on the membership area, for a commercial purpose.

1.3. You must retain, and must not delete, obscure or remove, any and all copyright notices and other proprietary notices in the Course Content, including the Downloadable Material.

1.4. You acknowledge that the Downloadable Material may be protected by digital rights management technology and that we may use that technology to enforce the provisions of these terms.

1.5. You may not authorise any third party to access or use our SEJ Training / Membership course content without our prior agreement.

1.6. Except as expressly permitted by Section 1.1 or the other provisions of these terms, you must not download any material from our SEJ Training / Membership course content or save any such material to your personal/business/settings computer.

1.7. You may only use our SEJ Training / Membership course content for your own personal / professional learning and development purposes; you must not use our SEJ Training / Membership course content for any other purposes.

1.8 You may have access to SEJ Training / Membership course content for as long as the agreement permits. At the end of the agreed time you MUST delete all content from all systems of the SEJ Training / Membership.

## **2. Misuse of our SEJ Training / Membership course content.**

2.1. You must not use our SEJ Training / Membership course content in any way or take any action that causes, or may cause, damage to our SEJ Training / Membership course content or impairment of the performance, availability, accessibility, integrity or security of our SEJ Training / Membership course content or in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity, or do anything that interferes with the normal use of our SEJ Training / Membership course content.

2.2. You may not create a link to our SEJ Training / Membership course content from another website or document without the SEJ's prior written consent.

2.3. Unauthorised use of our SEJ Training / Membership course content may give rise to a claim for damages and/or be a criminal offence.

## **3. User login details**

3.1. You must keep your user login details and password confidential and notify us in writing immediately if you become aware of any disclosure of your password. If you are the representative of an organisation / educational setting you are solely responsible for login and must not share with any member of your organisation/setting unless contractually agreed.

3.2. You are responsible for any activity linked to our SEJ Training / Membership course content, any failure to keep your password confidential may result in you being held liable for any losses arising out of such a failure to act responsibly.

3.3. We have the right to disable any user login details 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 of use.

## **4. Availability of our SEJ Training / Membership course content**

4.1. We reserve the right to suspend or restrict access to our SEJ Training / Membership course content, to areas of our SEJ Training / Membership course content and/or to functionality upon our SEJ Training / Membership course content. We may, for example, suspend access to our SEJ Training / Membership course content during server maintenance or when we update our SEJ Training / Membership course content. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our SEJ Training / Membership course content. We will try to give you reasonable notice of any suspension or restriction.

## **5. Disclaimers**

5.1. Although every effort has been made to ensure the accuracy of Course Content at the time of publication, we make no warranties, representations or guarantees of any kind that the Course Content is accurate, complete, up to date or fit for any particular purpose.

5.2. The Course Content is not intended to amount to advice on which you should rely, and you should take professional or specialist advice before taking, or refraining from, any action on the basis of Course Content. See Medical Disclaimer.

5.3. Our SEJ Training / Membership course content may include links to other websites or details of external sources of further information or assistance provided by third parties. These links are provided for your convenience to provide further information. They do not signify that we endorse, recommend or approve the websites, information or third parties. We have no control over, and accept no responsibility for, the contents of the linked websites or resources.

5.4. You acknowledge that Course Content may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

5.5. Your use of the Courses, Course Content and any other information or materials on our SEJ Training / Membership course content is entirely at your own risk. It shall be your own responsibility to ensure that any Courses, Content or other information available through our SEJ Training / Membership course content meet your specific requirements. If you are representing an organisation / education setting it is your responsibility to ensure all these terms and conditions are notified and adhered to by end users. You may for example wish to refer users to the website to view the Terms and Conditions prior to use of any service.

## **6. Intellectual property**

6.1. Our SEJ Training / Membership course content is Copyright (c) 2023 The SEJ.

6.2. Subject to Section 6.5, all copyright and other intellectual property rights in the materials contained on our SEJ Training / Membership course content and within the Courses, including but not limited to content, graphics, code, text, design, layout, look and appearance ('Materials'), are owned and controlled by us or our licensors.

6.3. All copyright and other intellectual property rights in our SEJ Training / Membership course content and the Courses available on our SEJ Training / Membership course content are reserved, except where otherwise indicated.

6.4. The Materials in whole or in part may not be modified, reproduced, republished, uploaded, posted, transmitted, displayed, distributed or exploited by you in any way. Such use is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of the SEJ, SEJ Training / Membership course content.

## **7. Limited warranties**

7.1.. That our SEJ Training / Membership course content, Courses or any service on our LMS will remain available as much as is possible allowing for extenuating circumstances.

7.2. We reserve the right to discontinue or alter any or all of the Courses or other services on our SEJ Training / Membership course content, and to stop publishing our SEJ Training / Membership course content, at any time in our sole discretion without notice or explanation.

7.3. To the maximum extent permitted by applicable law and subject to Section 8.1, we exclude all representations and warranties relating to the subject matter of these terms, our SEJ Training / Membership course content and the use of our SEJ Training / Membership course content.

## **8. Limitations and exclusions of liability**

8.1. Nothing in these terms and conditions will limit or exclude any liability for death or personal injury resulting from negligence or for fraud or fraudulent misrepresentation, limit any liabilities in any way that is not permitted under applicable law or exclude any liabilities that may not be excluded under applicable law.

8.2. The limitations and exclusions of liability set out in this Section 8 are subject to Section 8.1 and govern all liabilities arising under these terms and conditions or relating to the subject matter of

these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

8.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

8.4. We will not be liable to you in respect any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

8.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.

8.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

8.7. Our aggregate liability to you shall not exceed an amount equal to the price paid for the Courses.

8.8 We are not liable for any viewer/user decisions in terms of health and wellbeing, See Medical Disclaimer.

## **9. Processing of personal data collected via our LMS**

9.1. If you are accessing our SEJ Training / Membership course content as an individual consumer user, we are the data controller for the personal data collected via our SEJ Training / Membership course content and in relation to your use of our SEJ Training / Membership course content. Please see our Privacy Notice for information about our processing of this personal data. If you wish to exercise any of your rights under data protection law in relation to this personal data, please contact us using any of the contact details or methods published on our website.

9.2. If you are accessing our SEJ Training / Membership course content as an employee / student /parents/carers /other of one of our clients, your employer / educational setting is the data controller for the personal data collected via our SEJ Training / Membership course content and in relation to your use of our SEJ Training / Membership course content, and we are acting as a data processor for your employer under a contract for the provision of our SEJ Training / Membership course content services. Please see our Privacy Notice for information about our processing of this personal data. However, please note that as your employer / educational setting is the data

controller, you will need to contact your employer / educational setting if you wish to exercise any of your rights under data protection law in relation to this personal data.

## **10. Governing law and jurisdiction**

10.1. These terms shall be governed by and construed in accordance with English law.

10.2. If you are accessing our SEJ Training / Membership course content as a consumer, any disputes relating to these terms shall be subject to the exclusive jurisdiction of the courts of England, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

10.3. If you are accessing our SEJ Training / Membership course content as a business or educational setting, any disputes relating to these terms shall be subject to the exclusive jurisdiction of the courts of England.

## **11. Changes to these terms**

11.1. We amend these terms from time to time. Every time you wish to use our SEJ Training / Membership course content, please check these terms to ensure you understand the terms that apply at that time.

Questions about this Course Management Agreement may be directed to us at:

### **Contact:**

- Email: [enquiries@thesej.co.uk](mailto:enquiries@thesej.co.uk)

Last updated on 22nd June 2023