City Academy – Terms and Conditions of Website Use

Acceptance of Terms

Your access to and use of our website **www.city-academy.com** (the "Website") is subject to the terms of use set out below. Please read the terms carefully (together with the documents referred to in these terms) before you start to use the Website. By using the Website, you indicate that you fully accept these terms and agree to abide by them. If you do not agree to these terms, please refrain from using the Website.

Information about us

The Website is a website operated by City Academy H.Q. Limited, a company incorporated in England and Wales with registration number 05931324 of 9 Limes Road, Beckenham, Kent BR3 6NS ("us", "we" and "our").

Accessing the Website

The purpose of the Website is as an information-only website for us to provide information about our organisation and the courses we run, to the user and the wider public in general.

Users can view the information provided via the Website and contact us via the Website with queries and requests for further information.

We reserve the right to shutdown or amend the Website without notice and without liability.

Intellectual Property Rights

All copyright, trade marks and all other intellectual property rights in the Website and its content not submitted by members (including without limitation the design, graphics, the arrangement thereof, all software and source codes connected with the Website) are owned by or licensed to us.

The user may not copy, sell, rent, lease, license, sub-license, trade under, grant any rights in, transfer, distribute, time-share or otherwise assign to any third party any of the materials or content on the Website or any portion of the Website. Any unauthorised or restricted act in relation to the materials or content on the Website or any portion of the Website may result in civil proceedings and/or criminal prosecution.

Permitted Use

The user is authorised to view, print or download one copy of the materials or content on the Website on any single computer for the user's personal, non-commercial use, provided that any proprietary notices, marks, logos and other legends that appear on the copied screens remain on, and are not removed from, the printed or stored images of such screens.

This permission is subject to the material being reproduced accurately and not being used in a misleading context and does not extend to any material on the Website that is identified as being the copyright work(s) of a third party. The user may not modify any content or materials on the Website in any way or reproduce or publicly display, perform or distribute or otherwise use them for any public purpose.

The user is authorised to browse the Website, send queries and request further information from us and submit the user's contact details for a response, view and book

courses and link to other third party websites.

Where the user wishes to use the Website or any content or material on the Website for purposes other than that permitted above, the user must obtain our prior written consent, or the consent of the relevant third party for third party content.

If the user breaches any of these Website Terms of Use, the user's authorisation to use the Website and the content and material on the Website automatically terminates and the user must immediately destroy any downloaded or printed materials.

Changes to the Website

We aim to update the Website regularly but you acknowledge and accept that there may be some delay in updating the Website with regard to the latest courses, meaning that some courses, whilst showing on the Website, may no longer be current. As these areas are ever changing, we recommend that the user refers to this area of the Website on a regular basis in order to ensure that the user is aware of our most recent Website Terms of Use, our Privacy Policy and other policies.

We reserve the right to modify, add to or change these Website Terms of Use, the Privacy Policy, and any other policies at any time without notice. Any such modifications, additions or changes will be effective immediately on being posted to the Website. Continued use of the Website after a modification, addition or change has been made is the user's acceptance of the modification, addition or change.

Unauthorised Access by Third Parties

It is possible that third parties (hackers) may access the Website and alter the Website's contents or place damaging materials or programmes on the Website, including but not limited to computer viruses, Trojan horses, worms, bots and other destructive digital elements. We will not be liable for any damage or loss arising out of or resulting from any such unauthorised access to, alteration to or modification of information contained on the Website or infection of the Website in this way.

In any event, it is the user's sole responsibility to take all protective measures to guard against computer viruses or other destructive elements.

Third Party Links, Frames and Portals

The Website incorporates links to other websites, frames and portals ("Third Party Sites") designed, maintained and operated by third parties. We have not reviewed the Third Party Sites which are provided for the user's convenience only, and we are not responsible for the content or availability of these Third Party Sites. If the user decides to use a link to a Third Party Site the user will leave the Website and the user will do so at the user's own risk.

Links to Third Party Sites do not imply that we endorse, are affiliated or associated with, or are legally authorised to use any trade mark, trade name, logo or copyright work displayed in or accessible through the Third Party Sites or that any linked site is authorised to use any trade mark, trade name, logo or copyright of ours.

Third Party Content Use

The user must obtain authorisation to reproduce third party material, including material on the Website and material accessible via any Third Party Site, from the relevant third parties concerned.

The user must not permanently store or otherwise copy any such third party content or materials for wider distribution or commercial gain, without the express permission of the relevant third party. We will not be responsible for obtaining such permission for the user.

Limitation of Liability

In no event will we be liable to the user whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the user's use of the Website, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information, and/or downtime.

For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of these Terms of Use.

Nothing shall exclude or restrict our liability for fraudulent misrepresentation and/or for death or personal injury arising as a result of our negligence.

Information Disclaimer

The information provided on the Website by us is intended to be informative only and is provided on an "as is" and "as available" basis. By accessing and using the Website the user acknowledges that any reliance upon any information obtained or received via the Website will be at the user's sole risk.

We provide the information on the Website without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

We do not warrant that the functions of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the servers that make it available are free of viruses or other destructive digital elements.

Site Usage Information – Log files

Log files allow us to record visitors' use of the Website. We compile log files information from all visits by users to the Website and use that information to make changes to the layout of the Website and to the information in the Website based on the way visitors move around the Website. Log files do not contain any personal information.

Feedback

The user's feedback is valuable to us and will allow us to serve the user better. The user's views on what we are doing and how we could make things better are important to us.

If the user has any comments, suggestions or complaints we would be delighted to hear from the user. Please direct comments or concerns to us on 020 7042 8833 or via e-mail to info@city-academy.com.

Communication

Communications in connection with these Website Terms of Use and the Website may be by way of letter posted to us at 51 – 53 Mount Pleasant, WC1X 0AE or e-mail to info@city-academy.com For ease of use and compatibility we will not encrypt emails, except those relating to payments, unless the user expressly asks us to do so. In the event that the user would like us to encrypt e-mails sent to the user, please provide us with the necessary certification to enable us to do so. E-mail, unless encrypted, is not a fully secure means of communication.

Governing Law

These Website Terms of Use will be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

We reserve the right to bring proceedings in the courts of the country of the user's residence or that of the user's principal place of business at our