



These Terms and Conditions govern the use of the website <https://nazarene.ac.uk/> (“the Website”) by anyone accessing the Website (hereinafter referred to as a “User”, “Users”, “your” or “you”) and your relationship with Nazarene Theological College (hereinafter referred to as “our”, “us”, “we” or “Nazarene Theological College”) which is a registered Charity in England (Registration No. 526675) and whose registered office is at “Dene Road, Didsbury, Manchester M20 2GU, United Kingdom”. Please read them carefully as they affect your rights and liabilities under the law. If you do not accept these Terms and Conditions, please do not use the Website. If you have any questions on the Terms and Conditions, please contact enquiries@nazarene.ac.uk

1. Use of the Website

- 1.1 The Website and its use are governed by these Terms and Conditions. By using the Website you agree to be bound by these Terms and Conditions. References to these Terms and Conditions include any updates or amendments thereto.

2. Amendments

- 2.1 We may update these Terms and Conditions from time to time for legal or regulatory reasons or to allow the proper operation of the Website. Any changes will be deemed to be notified to you by placing the updated Terms and Conditions on the Website and showing the date and version of such amendment at the bottom thereof.
- 2.2 The changes will apply to the use of the Website after we have given notice. If you do not wish to accept the new Terms and Conditions you should not continue to use the Website. If you continue to use the Website after the date on which the change comes into effect, your use of the Website indicates your agreement to be bound by the new and updated Terms and Conditions.

3. Intellectual property

- 3.1 The content of the Website is protected by copyright, trademarks, database right and other intellectual property rights. You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on any portable storage device (but not any server or other storage device connected to a network) or print one copy of such content for your own non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without written permission from Nazarene Theological College.

4. Your use of the Website

- 4.1 You may not use the Website for any of the following purposes:-

- 4.1.1 disseminating or transmitting any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
 - 4.1.2 transmitting material that encourages conduct that constitutes a criminal offence, or otherwise breaches any applicable laws, regulations or code of practice;
 - 4.1.3 transmitting 'spam' emails to any addresses on the Website;
 - 4.1.4 interfering with any person's use or enjoyment of the Website; or
 - 4.1.5 making, transmitting or storing electronic copies of materials protected by copyright without the permission of the owner.
- 4.2 You will be responsible for our losses and costs resulting from your breach of this clause 4.

5. Availability of the Website

- 5.1 Although we aim to offer you the best service possible, we make no promise that the services at the Website will meet your requirements. We cannot guarantee that the services will be fault-free. If a fault occurs with the Website you should report it to IT@nazarene.ac.uk and we will attempt to correct the fault as soon as we reasonably can.
- 5.2 You hereby acknowledge that Nazarene Theological College cannot guarantee that the Website will always be available, due to the need for maintenance or due to the nature of the internet and ISPs. Where the Website is unavailable for maintenance reasons, Nazarene Theological College will strive to minimise the period of any disruption.
- 5.3 Nazarene Theological College makes every effort to ensure that its computer infrastructure is free from computer viruses but Nazarene Theological College shall not be responsible for any computer problem that you may experience as a result of visiting the Website or any of its links.

6. Data Protection, Privacy and Cookies

- 6.1 Any personal or specific data which Nazarene Theological College collects from any User will be treated in accordance with The Data Protection Act 2018.
- 6.2 You can request that your individual information is removed from the Website by emailing dataprotection@nazarene.ac.uk
- 6.3 Use of cookies by Nazarene Theological College: a cookie is a small file of letters and numbers that we store on your browser or the hard drive of your computer if you agree. Cookies contain information which is transferred to your computer's hard drive.
- 6.4 Nazarene Theological College uses cookies to distinguish you from other Users of our Website. This helps us to provide you with a good experience when you browse our Website and also allows us to improve our site.

6.5 By logging into this Website, you acknowledge that we use the following cookies:

6.5.1 strictly necessary cookies. These are cookies that are required for the operation of our Website. They include, for example, cookies that enable you to log into secure areas of our Website, use a shopping cart or make use of e-billing services.

6.5.2 analytical/performance cookies. These allow us to recognise and count the number of Users and to see how you move around our Website when you are using it. This helps us to improve the way our Website works, for example, by ensuring that you are finding what you are looking for easily.

6.5.3 functionality cookies. These are used to recognise you when you return to our Website. This enables us to personalise our content for you, greet you by name and remember your preferences (for example, your choice of language or region).

6.5.4 targeting cookies. These cookies record your visit to our Website, the pages you have visited and the links you have followed. We will use this information to make our Website, and the advertising displayed on it, more relevant to your interests. We may also share this information with third parties for this purpose.

6.6 Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

6.7 You can block cookies by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies (including essential cookies) you may not be able to access all or parts of our Website.

6.8 Except for essential cookies, all cookies will expire after 45 days.

7. Limitations on Nazarene Theological College's liability

7.1 The Website provides content from other Internet sites or resources and while Nazarene Theological College tries to ensure that material included on the Website is correct, reputable and of high quality, we do not make any warranties or guarantees in relation to that content. If we are informed of any inaccuracies in the material on the Website we will attempt to correct the inaccuracies as soon as we reasonably can.

7.2 If we are in breach of these Terms & Conditions, we will only be responsible for any losses that you suffer as a result to the extent that they are a foreseeable consequence to both of us at the time you use the Website. Our liability shall not in any event include business losses such as lost data, lost profits or business interruption.

7.3 This clause 7 shall not limit or affect our liability if something we do negligently causes death or personal injury.

8. Confidentiality Waiver

- 8.1 All data or information communicated to Nazarene Theological College by a User through the Website shall not be deemed to be confidential in any way whatsoever and by communicating such information to us you will be deemed to have waived any rights of confidentiality in such data or information to the fullest extent permitted by law.

9. Third Party Website

- 9.1 As a convenience to Users, the Website may include links to other websites or material which are beyond Nazarene Theological College's control. Nazarene Theological College is not responsible for content on any site outside the Website.

10. Applicable Law

- 10.1 These Terms and Conditions are governed in all respects in accordance with English Law and shall be construed and take effect as an agreement made in England, notwithstanding the fact that you may be based outside England. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within England.

11. International Use

- 11.1 We make no promise that materials on the Website are appropriate or available for use in locations outside the United Kingdom, and accessing the Website from territories where its contents are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

12. Miscellaneous

- 12.1 You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.
- 12.2 If you breach these Terms and Conditions and Nazarene Theological College chooses to ignore this, Nazarene Theological College will still be entitled to use its rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.
- 12.3 Nazarene Theological College shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.

12.4 The Website is owned and operated by Nazarene Theological College and if you have any queries please contact enquiries@nazarene.ac.uk

January 2019.

Document control box	
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Lead contact:	Operations Director