

STANDARD TERMS AND CONDITIONS FOR LCF FIRST MOVE WEBSITE

1. DEFINITIONS

"LCF FirstMove Graduate"

means a recent graduate (who was previously enrolled as a student on a course provided by London College of Fashion and who is registered on the Website as a job applicant for a permanent job or freelance work with a Third Party Employer;

"University"

means The University of the Arts London, at 272 High Holborn, London, WC1V 7EY;

"Confirmation of Assignment"

means the document provided to an LCF FirstMove Graduate and as described in paragraph 4.2.1;

"Third Party Employer"

means an independent third party employer who has entered into a valid agreement with the University for the provision by the University of an introductory service between the LCF FirstMove Graduate and third party employer;

"User"

means an LCF FirstMove Graduate;

"Website"

means www.lcffirstmove.co.uk which is administered and run by the University.

2. INTRODUCTION

- 2.1 The following general terms and conditions comprise the terms under which the User agrees to use the Website, whether as a guest or registered user. By using the Website, the User agrees to be bound by these terms and conditions, and agrees to the creation of a legally binding contract between the User and the University.
- 2.2 In the event of any conflict between any applicable additional terms and conditions and the general terms and conditions, the former shall prevail.

3. GENERAL TERMS AND CONDITIONS

3.1 Registration

- 3.1.1 When a User registers on the Website, he or she must provide accurate, current and complete registration information. The User must also update the University with any changes to his or her registration information, including changes to any email addresses.

When the User registers, he or she will be allocated a user name and a temporary password (which should then be changed when the User first signs into the Website). It is the User's responsibility to protect his or her user name and password from unauthorised use. The User must not disclose his or her user name or password to anyone else, or allow anyone else to use their user name or password, or assist anyone else who is not a registered user to access areas of the Website which is restricted to registered users. The User must notify the University immediately if he or she believes their password is known to someone else or if it has or may be used in an unauthorised way. The University will not be liable for any unauthorised use which is made using the User's user name or password.

3.1.2 The University reserves the right at its absolute discretion to refuse any request for registration, or to cancel any existing registration, for any reason whatsoever.

3.2 Use of the Website

3.2.1 When using the Website the User agrees not to do (and not to allow any person under his or her control to do) any of the following:

- (a) upload or transmit any material which contains any bugs, viruses, worms, Trojan horses, or other harmful or disruptive elements; or
- (b) disrupt, interfere with or restrict the use of the Website by other users; or
- (c) reproduce or otherwise use any part of the Website in contravention of these terms and conditions; or
- (d) use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than any search engine and search agents available from the University on the Website and other than generally available third party web browsers (e.g. Microsoft Internet Explorer); or
- (e) impersonate any other person or "out" any other person or create a false identity or attempt to gain unauthorised access to any part of the Website including any other user's account; or
- (f) upload, transmit or display any material which:
 - (i) is false, obscene, sexist, homophobic, racist, defamatory, illegal, abusive, threatening, or otherwise discriminatory, offensive or objectionable; or
 - (ii) in the University's opinion is likely to bring it into disrepute or otherwise damage its reputation; or
 - (iii) does not comply with any applicable legal, statutory and/or regulatory requirements, including any applicable codes of practice.

3.2.2 The University reserves the right at its absolute discretion to refuse, edit or remove any material or information uploaded, transmitted or displayed by the User (or on the User's behalf) which in its opinion does not comply with the general terms and conditions or which is not otherwise suitable for the Website.

3.2.3 If the User uploads, submits or posts any material on or to the Website, he or she grants to the University (and warrants that he or she is entitled to grant to the University) a non-exclusive, worldwide, royalty-free, perpetual licence (with a right to sub-license) to use, edit, alter, reproduce, publish and distribute that content on the Website for the purposes set out or contemplated in these general terms and conditions or on the Website.

3.3 Linking to the Website

- 3.3.1 The User may link to the home page of the Website (www.lcffirstmove.co.uk) provided he or she does so in a way which is fair and legal and does not damage the University's reputation or suggest any form of association, approval or endorsement by the University where none exists. The Website from which the User is linking must not contain material which, if it appeared on the Website, would be a breach of these terms and conditions. The User must not frame the Website on any other website, or link to any part of the Website other than the home page. The University reserves the right to withdraw linking permission without notice at its discretion.

3.4 Links to other websites

- 3.4.1 The Website may contain links to other websites which do not belong to the University, and which the University has no control over. Therefore it accepts no liability for such other websites.

3.5 Liability to the User

- 3.5.1 The University cannot guarantee that the Website will always be available to the User and it shall not be liable if, for any reason the Website is unavailable at any time or for any period. The University also cannot guarantee that material which is downloaded by the User, or to which he or she has access to, from the Website will be free from bugs, viruses or other harmful or disruptive elements, and the University will not be liable for any loss or damage caused by any such material.
- 3.5.2 The University shall not be liable for any delay or failures in performance on its part, in whole or in part, if such delay or non-performance is due to any cause beyond its reasonable control.
- 3.5.3 The University may have little or no control over third party information and materials which may be made available to the User in certain areas of the Website. Similarly, it may have little or no control over how third parties may use information and materials which the User makes available to them, directly or indirectly, on or via the Website. The University does not accept liability for any loss, damage, costs or expenses which may result from or arise out of the User's use of or reliance upon third party information and material, or any use by third parties of the User's information and materials.
- 3.5.4 **WHERE ANY OF THE INFORMATION, MATERIALS OR SERVICES WHICH THE UNIVERSITY PROVIDES ON OR IN CONNECTION WITH THE WEBSITE ARE MADE AVAILABLE TO THE USER FREE OF CHARGE, THE UNIVERSITY DOES NOT ACCEPT ANY LIABILITY WHATSOEVER FOR THE INFORMATION, MATERIALS AND SERVICES IN QUESTION, WHICH ARE PROVIDED TO THE USER ON AN "AS IS" AND "AS AVAILABLE" BASIS.**
- 3.5.5 Whilst the University takes all reasonable care when making its own information, materials and services available to the User, the University makes no promises as to their accuracy, completeness or quality. The User makes use of them (and of the other information, materials and services on the Website) at his or her own risk and the User should seek further guidance and make his or her own inquiries before relying on them. In no circumstances shall the University be liable to the User, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any direct, indirect, consequential or other types of loss, costs, damages or expenses, arising out of or resulting from his or her

use of (or inability to use) the Website, any materials posted on the Website and any websites linked to the Website.

3.5.6 **WHERE THE UNIVERSITY CHARGES FOR ANY INFORMATION, MATERIALS OR SERVICES WHICH THE UNIVERSITY PROVIDES ON OR IN CONNECTION WITH THE WEBSITE, THE UNIVERSITY'S TOTAL LIABILITY TO THE USER, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, FOR ANY LOSS, DAMAGE, COSTS OR EXPENSES, SHALL NOT EXCEED THE TOTAL SUM PAYABLE BY THE USER TO THE UNIVERSITY FOR THE INFORMATION, MATERIAL OR SERVICES IN QUESTION.**

3.5.7 In no circumstances shall the University be liable to the User, whether in contract, tort, negligence, breach of statutory duty or otherwise, for any loss of data, loss of management or office time, loss of income or revenue, loss of profits or contracts, loss of business, or for any special, indirect or consequential loss, costs, damages or expenses, arising out of or resulting from the User's use of (or inability to use) the Website, any materials posted on the Website and any services purchased from or in connection with the Website.

3.5.8 All warranties, conditions and other terms which might otherwise be implied by statute, common law or the law of equity are, to the fullest extent permitted by law, excluded from these terms and conditions.

3.5.9 Nothing in these terms and conditions shall exclude or limit the University's liability to the User for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation.

3.6 **Copyright**

3.6.1 The University owns or is licensed to use all the copyright and other intellectual property rights in the Website and in the materials on the Website. The User agrees to use the Website in a way which does not infringe these rights and which is in accordance with its stated purposes. The User may print off one copy, and may download extracts, of any page(s) from the Website for his or her own personal, non-commercial use only (unless he or she has registered as a user of the Website and is permitted to make other uses of the material in accordance with any applicable additional terms and conditions). The User must not reproduce, or modify, these copies or extracts in any way and must not remove from them any of the University's (or its licensors') copyright or other proprietary notices.

3.7 **Privacy policy**

3.7.1 The University is committed to respecting and protecting the privacy of the Users of the Website. For the purposes of the Data Protection Act 1998 (the "**DPA**"), the University is the data controller for the Website, as it has control over and responsibility for the personally identifiable information (the "**Personal Data**") that it collects from each User, or which is provided to the University by the User. The University complies with the data protection principles set out in the DPA and processes all personal data with due care and attention and in accordance with the DPA.

3.7.2 By agreeing to the terms and conditions for use of the website, the User also consents to the University using the User's personal data in accordance with this privacy policy.

3.7.3 When the User uses the Website, the University may collect and process the following Personal Data:

- (a) information that the User provided during the course of registration via the Website;
- (b) records of any correspondence between the University and the User;
- (c) details of the User's visits to the Website and the resources that the User accesses; and
- (d) details of any transactions the User carries out through the Website and of the fulfilment of your orders (i.e. details of placements worked and timesheets submitted).

3.7.4 The University may use the User's personal data:

- (a) to verify the User's identity;
- (b) to ensure that material on the Website is presented in the most effective manner for the User and the User's computer;
- (c) to provide the User with information, materials and services that the User requests from the University or which the University believes may interest the User (where the User has consented to being contacted for such purposes);
- (d) to meet any obligations the University may have to the User;
- (e) to allow the User to participate in interactive features of the Website;
- (f) to communicate with the User on any matter relating to the Website; and
- (g) for various administrative functions connected with the Website.

3.7.5 The University may use "cookies" to help obtain information about the User's use of the Website. Cookies are files containing information that are transferred from the Website to the hard drive of the User's computer. They help the University to improve the Website and to provide the User with a more personalised service. For example, cookies may be used to recognise the User's computer by its IP address, operating system and browser type, so that the next time the User visits the Website the University knows that the User is a repeat visitor. It is normally possible to alter the settings of the User's computer so that cookies cannot be used in this way, but this may affect the way in which the User can use the Website.

3.7.6 The Personal Data collected via the Website is stored on servers in the United Kingdom. It may be processed by University staff and/or by the University's nominated contractors (and by the staff of these contractors). The University will take all reasonable steps necessary to ensure that Personal Data is treated securely and in accordance with this paragraph 3.8.

3.7.7 The University may also collect and analyse Personal Data to help the University understand the Website's users (as a group) so that it can provide a better service. The University may share aggregated data with selected third parties, without disclosing individual names or personally identifying information.

3.7.8 The University may disclose Personal Data to its officers, employees, consultants and agents, and to any of its subsidiary companies.

3.7.9 The University may also disclose Personal Data to (other) third parties where it is under a duty to do so in order to comply with any legal obligation, or in order to enforce or apply its terms and conditions and other agreements (including in order to fulfil its contractual obligations to other users of the Website), or to protect its rights, property or safety, or those of others. This includes exchanging information with other companies and organisations for the purposes of fraud prevention and credit risk reduction.

3.7.10 **WHERE THE USER HAS REGISTERED ON THE WEBSITE, AND HAS CREATED AND UPLOADED A CV TO THE WEBSITE, THE UNIVERSITY MAY MAKE THE LCF FIRSTMOVE GRADUATE'S CV AVAILABLE TO PROSPECTIVE THIRD PARTY EMPLOYERS. SOME OF THESE THIRD PARTY EMPLOYERS MAY BE BASED OUTSIDE THE UK, INCLUDING IN COUNTRIES OUTSIDE THE EUROPEAN ECONOMIC AREA WHICH DO NOT HAVE DATA PROTECTION LEGISLATION WHICH IS EQUIVALENT TO THE DPA. BY CREATING AND UPLOADING A CV, THE LCF FIRSTMOVE GRADUATE CONSENTS TO HIS OR HER CV BEING MADE AVAILABLE TO SUCH THIRD PARTY EMPLOYERS.**

3.7.11 The University may change this privacy policy from time to time. Any changes will be displayed on the Website. The User is deemed to have agreed to any changes when he or she next uses the Website following any such change.

3.8 Breach of these terms and conditions and the User's indemnity to the University

3.8.1 If the User is in breach of any of these terms and conditions, the University may take the following action (without limitation) against the User:

- (a) the immediate suspension or cancellation of the User's right to use the Website;
- (b) the immediate removal of any material the User has uploaded onto the Website;
- (c) legal proceedings against the User;
- (d) disciplinary proceedings against the User (if the User is one of the University's students); and/or
- (e) disclosure of such information about the User to law enforcement authorities as is required by law or as the University reasonably believe is desirable.

3.8.2 **THE USER AGREES TO INDEMNIFY THE UNIVERSITY AND KEEP IT FULLY INDEMNIFIED FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE LEGAL EXPENSES), DAMAGES AND LOSSES ARISING OUT OF ANY BREACH BY THE USER OF THESE TERMS AND CONDITIONS.**

3.9 Changes to these terms and conditions

The University may change these terms and conditions from time to time. Any changes will be displayed on the Website. The User is deemed to have agreed to any changes when the User next uses the Website following any such changes.

4. GOVERNING LAW

4.1 These terms and conditions (including without limitation non-contractual disputes or claims relating to them) shall be governed by and construed in accordance with English law and the English courts shall have exclusive jurisdiction to determine any matter or dispute in connection with these terms and conditions or the use of the Website.

4.2 If the User has any queries about these terms and conditions, he or she can e-mail the University at grads@fashion.arts.ac.uk