

Terms & Conditions

This page (together with the documents referred to on it) tells you the terms of use on which you may make use of our website <https://planeteducationnetworks.com/> (our site) and associated and linked sites which are under our control, whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. **By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.**

1 Information About Us

1.1 <https://planeteducationnetworks.com/> is a site operated by Planet Education Networks Ltd. ("We"). We are registered in United Kingdom under company number 14282467 and have our registered office and our main trading address at 116-120 Meridian Place, Canary Wharf, London, E14 9FE. We operate the site for ourselves and as agents on behalf of other companies who trade under the PEN or PEN owned brand names.

2 Accessing Our Site

2.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable for any losses incurred, if for any reason our site is unavailable at any time or for any period. The site and its contents are for adults and not for children under 18. Any users under 18 should not use the site. [?]

2.2 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

2.3 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

2.4 When using our site, you must comply with the provisions of our acceptable use policy (see below).

2.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

3 Intellectual Property Rights

3.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.

3.2 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

3.3 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.

3.4 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

3.5 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4 Reliance on Information Posted

4.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

4.2 Specifically, course and registration information is dynamic and subject to change; the most up-to-date and complete information we provide to prospective students is at the point of registration, and this may differ from information posted on our site.

5 Our Site Changes Regularly

5.1 We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

6 Our Liability – Legal Notice

6.1 While PEN endeavours to ensure that the information on our websites is correct, we do not warrant the accuracy and completeness of the material on the sites or in any brochures / prospectuses. The material displayed on our site is provided 'as is' without any guarantees, conditions or warranties or other terms of any kind, as to its accuracy. To the maximum extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude all representations, conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity (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 this legal notice might have effect in relation to our websites.

6.2 – Planet Education Networks and any of our group and associated companies, and their officers, directors, employees, shareholders or agents of any kind, exclude all liability and responsibility for any amount or kind of loss or damage users of the website or third parties may incur or be liable for (including, without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, loss or corruption of data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with our sites in any way or in connection with the use, inability to use or the results of use of the sites, any web sites linked to our sites, or the material on such web sites, including, but not limited to, loss or damage due to viruses that may infect computer equipment, software, data, or other property on account of access to, use of, or browsing our sites or downloading of any material whatsoever from our sites or any web sites linked to our sites. If your use of the material on our sites results in the need for servicing, repair or correction of equipment, software, or data, you assume all costs thereof.

6.3 Nothing in this legal notice shall exclude or limit our liability for: (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or (b) fraud; or (c) any liability that cannot be excluded or limited under applicable law.

6.4 For any other liability not excluded above, or in the event that any exclusion is held invalid by a competent court, our liability shall be limited to £10.

7 Information About You and Your Visits to Our Site

7.1 We process information about you in accordance with our privacy policy <https://planeteducationnetworks.com/privacy>. **By using our site, you consent to such processing, and you warrant that all data provided by you is accurate.**

8 Uploading Material to Our Site

8.1 Whenever you make use of a feature that allows you to upload material to our site, or to make contact with other users of our site, you must comply with the content standards set out in our acceptable use policy (see below). You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

8.2 Any material you upload to our site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site and you shall indemnify us against any loss, costs or expenses we may suffer as a result of or in connection with your uploaded content.

8.3 We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the content standards set out in our acceptable use policy (see below).

9 Viruses, Hacking and Other Offences

9.1 You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

9.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities [Who will be responsible for reporting the breach?] and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

9.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

10 Linking to Our Site

10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval partnership, or endorsement on our part where none exists.

10.2 You must not establish a link from any website that is not owned by you.

10.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy (see below)

11 Links from Our Site

11.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Please note that such third party sites and resources may be subject to their own terms and conditions of use.

12 Jurisdiction and Applicable Law

12.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

13 Variations

13.1 We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we have made, as they are binding on you.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

14 Your Concerns

14.1 If you have any concerns about material which appears on our site, please contact us.

15 Acceptable Use Policy

15.1 This acceptable use policy sets out the terms between you and us under which you may access our website <https://planeteducationnetworks.com/> (our site) and linked and associated sites operated by us. This acceptable use policy applies to all users of, and visitors to, our site

15.2. Your use of our site means that you accept, and agree to abide by, all the policies in this acceptable use policy, which supplement our terms of website use (see above).

16 Prohibited Uses

16.1 You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (see below).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- To create a competing business or offerings to those offered by PEN.

16.2 You also agree:

a) Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use (see above).

b) Not to access without authority, interfere with, damage or disrupt any;

- part of our site;
- equipment or network on which our site is stored;
- software used in the provision of our site; or
- equipment or network or software owned or used by any third party.

17 Content Standards

17.1 These content standards apply to any and all material which you contribute to our site (contributions). You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

18 Contributions must:

- Be accurate (where they state facts);
- Be genuinely held (where they state opinions); and
- Comply with applicable law in the UK and in any country from which they are posted.

18.1 Contributions must not contain:

- any material which is defamatory of any person;
- any material which is obscene, offensive, hateful or inflammatory;

Contributions must not promote:

- sexually explicit material;
- violence;
- discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- Any illegal activity

18.2 Finally, contributions must not

- infringe any copyright, database right or trade mark of any other person;
- attempt or be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
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- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case;
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse

19 Suspension and Termination

19.1 We will determine, in our absolute discretion, whether there has been a breach of this acceptable use policy (including content standards) through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

19.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use (see above) upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.

- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to relevant law enforcement authorities as we reasonably feel is necessary.

19.3 We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

20 Changes to our Acceptable Use Policy

20.1 We may revise this acceptable use policy at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

Thank you for visiting our site