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# Website and IT equipment acceptable use policy 2021-2023

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## 1. What's in these terms?

This acceptable use policy sets out the content standards that apply when you upload content to our site, make contact with other users on our site, link to our site, or interact with our site in any other way,

## 2. Who we are and how to contact us

[www.mrcollege.ac.uk](http://www.mrcollege.ac.uk) (the site) is a site operated by Mont Rose College of Management and Sciences (“We” or “the College”).

To contact us, please see below

### **By using our site, you accept these terms**

- Using our site, you confirm that you accept the terms of this policy and agree to comply with them.
- If you do not agree to these terms, you must not use our site.
- We recommend that you print a copy of these terms for future reference.

## 3. Terms and Condition

The College reserves the right to withdraw or amend the services provided on the site without notice, and access to the site is permitted temporarily only. The College is not liable if, for any reason, the site is unavailable at any time for any period. The College may restrict access to users to any part of the site or the entire site for technical, administrative or legal reasons. Suppose you are provided with a user identification code, password or any other piece of information as part of the College's security procedures. In that case, you must treat such information as confidential, and you must not disclose it to any third party. The College has the right to disable any credentials, whether chosen by you or allocated by the College at any time if, in the College's opinion, you have failed to comply with any of the provisions of these terms of use. You are responsible for ensuring you have complied with all procedures relating to the use of the site. You are also responsible for confirming

that all persons who access the site through your internet connection are aware of these terms and comply with them.

You may use the site only for lawful purposes. You must not use the 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.
- To harm or attempt to harm minors in any way
- To send, knowingly receive, upload, download, use or re-use any material that does not comply with Content Standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- The courts, the police and other organisations with crime prevention or law enforcement function (subject to meeting the conditions of Section 29 of the DPA Data Protection Act);
- To knowingly transmit any data, send or upload any material that contains viruses or any other computer code, programmes or files designed to destroy, interrupt or limit the functionality of any computer, computer software or hardware or telecommunications equipment

**You also agree:**

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms
- Not to access without authority, interfere with, damage or disrupt:
  - Any part of our site;
  - Any equipment or network on which our site is stored;
  - Any software used in the provision of our site; or
  - Any equipment or network, or software owned or used by any third party.

## 4. Intellectual property rights

The is the licensee/owner of all intellectual property rights in the site and the material published on it, and those works are protected by copyright and such rights are reserved to the. You must not use any photographs, video or audio sequences or any graphics separately from any accompanying text. Any direct or indirect commercial use of the site material is prohibited.

### **Breach of this policy**

When we consider that a breach of this acceptable use policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this policy constitutes a material breach of the terms 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 or IT Equipment.
- Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
- Issue of a warning to you.
- Any equipment or network on which our site is stored;
- 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 law enforcement authorities as we reasonably feel is necessary or as required by law.

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We exclude our liability for all action we may take to breach this acceptable use policy. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

## 5. Which country laws apply to any disputes?

If you are a consumer, please note that the terms of this policy, its subject matter and its formation are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of

Northern Ireland may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland. If you are a business, the terms of this policy, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## 6. Prevent Duty

As part of our prevent duty, we will monitor all users and liaise with relevant authorities where necessary. Please see our website for further information related to Prevent.

## 7. User of IT Equipment

Staff, teachers and students are not allowed to connect to their personal devices using College PCs and Laptops or any devices that do not belong to Mont Rose College, e.g. remote desktop or any third party software electronic devices.

Teachers are not allowed to use their personal computers within College premises because they have been given a PC or Laptop to work with.

## 8. General

Nothing in these terms of use is intended to nor shall it confer any benefit on a third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

The College's failure or delay in exercising or enforcing any rights in these terms of use does not waive the College's right to enforce that right.

## 9. Contact details

**Mont Rose College of Management and Sciences,**

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