



Website Terms and Conditions



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1 About our Terms

- 1.1 These Terms explain how you may use this website (the **Site**) which is provided by us free of charge.
- 1.2 References in these Terms to the Site includes the following websites:
www.cantium.solutions, and all associated web pages.
- 1.3 You should read these Terms carefully before using the Site.
- 1.4 By accessing or using the Site or otherwise indicating your consent, you agree to be bound by these Terms and the documents referred to.

1.5 **If you do not agree with or accept any of these Terms, you should stop using the Site immediately.**

1.6 If you have any questions about the Site, please contact us by:

- e-mail: info@cantium.solutions, or
- telephone: 03000 411115 [*Monday to Friday: 9am to 6pm*]. We may record calls for quality and training purposes.

1.7 Definitions

The following defined terms shall have the meanings given

<u>Acceptable use policy</u>	means the policy, which governs your permitted use of the Site;
Content	means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;
<u>Online terms and conditions for the supply of goods</u>	means the terms and conditions which will apply to you ordering goods using the Site;
Site	has the meaning given to it in clause 1.1;
<u>Terms</u>	means these terms and conditions of use as updated from time to time under clause 15;
Unwanted Submission	has the meaning given to it in clause 6.1;
We, us or our	means Cantium Business Solutions Limited, company registration number 11242115 , with VAT registration number 294 5402 88 whose registered office is at Sessions House, County Road, Maidstone, United Kingdom, ME14 1XQ. References to us in these Terms also includes our group companies from time to time including Schools’ Personnel Service, EIS, Kent-Teach, Staff Care Services and Employmentcheck
You or your	means the person accessing or using the Site or its Content.

- 1.8 Your use of the Site means that you must also comply with our [Acceptable use policy](#) and our [Online terms and conditions for the supply of goods](#), where applicable.

2 Using the Site and your account

- 2.1 The Site is for your use only.
- 2.2 You agree that you are solely responsible for:
- all costs and expenses which you may incur in relation to your use of the Site; and
 - keeping your password and other account details secure and complying fully with clause 2.6 below.
- 2.3 The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable. We do not represent that content available on or through our Site is appropriate for use or available in other locations.
- 2.4 We seek to make the Site as accessible as possible. If you have any difficulties using the Site, please contact us at info@cantium.solutions.
- 2.5 We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.
- 2.6 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. You must not disclose it to any third party.
- 2.7 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 reasonable opinion, you have failed to comply with any of the provisions of these terms of use.
- 2.8 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at data.protection@cantium.solutions.

3 Your privacy and your personal information

- 3.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy and, if applicable, our DBS Data Privacy Policy or Recruitment Privacy Notice. These policies explain what personal information we collect from you, how and why we collect, store, use and share such information, your rights in

relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint about the use of your personal information.

- 3.2 Our privacy policy is available at: <https://cantium.solutions/wp-content/uploads/2019/11/Cantium-Data-Privacy-Notice.pdf>
- 3.3 If you are providing your personal data to us because you are applying for a position, the Recruitment Privacy Notice is applicable and available at: <https://cantium.solutions/wp-content/uploads/2020/09/Cantium-Recruitment-Privacy-Notice-002.pdf>
- 3.4 If you are providing personal data because you are applying for DBS clearance, our DBS Privacy Policy is applicable and available at: <https://cantium.solutions/wp-content/uploads/2020/05/Cantium-DBS-data-Privacy-Notice.pdf>
- 3.5 In respect of our staff, please refer to our Employee Data Privacy Notice which is available on the intranet.

4 Ownership, use and intellectual property rights

- 4.1 This Site and all intellectual property rights in it including but not limited to any Content are owned by us, our licensors or both (as applicable). Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.
- 4.2 Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to access the Site. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.
- 4.3 You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.
- 4.4 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.
- 4.5 Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

- 4.6 You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 4.7 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.

5 Software

- 5.1 Software may be made available for you to download in order to help the Site work better. You may only use such software if you agree to be bound by the terms and conditions that apply to such software (this is sometimes known as an 'end user licence agreement' or 'EULA'). You will be made aware of any terms and conditions that apply to the software when you try to download it. If you do not accept such terms and conditions, you will not be allowed to download the software. You should read any terms and conditions carefully to protect your own interests what your legal responsibilities are when using software, what the software provider's legal responsibilities are, and provisions that limit a software provider's legal responsibilities to you).
- 5.2 Using the software in an unlawful way (such as reproducing or redistributing it in a way that breaches these Terms and any others that apply to it) is expressly prohibited and may result in civil and criminal penalties.

6 Submitting information to the Site

- 6.1 Whenever you make use of a feature that allows you to upload content 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](#).
- 6.2 You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.
- 6.3 Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in [Rights you are giving us](#) to use material you upload.
- 6.4 Whilst we try to make sure the Site is secure, we cannot guarantee the security of any information that you supply to us and therefore we cannot guarantee that it will be kept confidential. For that reason, you should not let us have any patentable ideas or patent applications, copyright, advertising or marketing suggestions, prototypes, or any other information which you regard as confidential, commercially sensitive or valuable (Unwanted Submissions). Whilst

we value your feedback, you agree not to submit any Unwanted Submissions to us.

- 6.5 We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.
- 6.4 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.
- 6.5 We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with the content standards set out in our [Acceptable Use Policy](#).
- 6.6 You are solely responsible for securing and backing up your content.
- 6.7 We do not store terrorist or offensive content.

7 We are not responsible for viruses and you must not introduce them

- 7.1 We do not guarantee that our Site will be secure or free from bugs or viruses.
- 7.2 You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.
- 7.3 You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that 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. 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 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.

8 Rules about linking to our Site

- 8.1 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.

- 8.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 8.3 You must not establish a link to our Site in any website that is not owned by you.
- 8.4 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.
- 8.5 We reserve the right to withdraw linking permission without notice.
- 8.6 The website in which you are linking must comply in all respects with the content standards set out in our [Acceptable Use Policy](#).
- 8.7 If you wish to link to or make any use of content on our Site other than that set out above, please contact marketing@cantium.solutions.

9 Accuracy of information and availability of the Site

- 9.1 We make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up to date. Furthermore, we cannot promise that the Site will be fit or suitable for any purpose and does not constitute advice. Any reliance that you may place on the information on this Site is at your own risk.
- 9.2 Content is provided for your general information purposes only and to inform you about us and our products and news, features, services and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on for any purposes. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.
- 9.3 We may suspend or terminate operation of the Site at any time as we see fit.
- 9.4 Whilst we try to make sure that the Site is available for your use, we neither promise that the Site will be available at all times nor do we promise the uninterrupted use of the Site by you.

10 Hyperlinks and third party sites

- 10.1 The Site may contain hyperlinks or references to third party websites other than the Site. Any such hyperlinks or references are provided for your convenience only.
- 10.2 We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products or services. Your use of a third-party site may be governed by the terms and conditions of that third party site.

11 Limitation on our liability

11.1 Whether or not you are a business user or a consumer, we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Online terms and conditions for the supply of supply of goods.

11.3 If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our Site; or
 - use of or reliance on any content displayed on our Site.
- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

11.4 If you are a consumer user:

- Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow

installation instructions or to have in place the minimum system requirements advised by us.

12 User generated content is not approved by us

- 12.1 This Site may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our Site do not represent our views or values.
- 12.2 If you wish to complain about content uploaded by other users, please contact us at marketing@cantium.solutions.

13 Events beyond our control -

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

14 Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

15 Variation

These Terms are dated 6th May 2021. No changes to these Terms are valid or have any effect unless agreed by us in writing. We reserve the right to vary these Terms from time to time. Our updated terms will be displayed on the Site and by continuing to use and access the Site following such changes, you agree to be bound by any variation made by us. It is your responsibility to check these Terms from time to time to verify such variations.

16 Disputes

- 16.1 We will try to resolve any disputes with you quickly and efficiently.
- 16.2 If you are unhappy with us please contact us as soon as possible. If we cannot resolve a dispute using our [complaint handling](#) procedure, we will let you know that we cannot settle the dispute with you.
- 16.3 If you are a consumer, please note that these terms of use, their subject matter and their 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 you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

- 16.4 If you are a business, these terms of use, their subject matter and their 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.