

Central Recruitment Services Ltd

Website Terms and conditions

Terms and conditions

Welcome to our website. Please read these terms and conditions carefully before using www.centralcare.co.uk or www.centralcare.net. By using this website and/or by purchasing any of our products or services, you are agreeing to comply with and be bound by the following terms and conditions, which together with our privacy policy govern Central Recruitment Services Ltd's relationship with you in relation to this website. If you disagree with any part of these terms, please do not use our website.

These terms and conditions apply to all users of this Website including casual browsers.

Additional terms and conditions apply if you enrol on an E-Learning course provided by Central Training.

The terms 'Central Recruitment Services Ltd,' 'Central,' 'Central Care,' 'Central Training' or 'us' or 'we' refers to the owner of the website whose registered office is

Central Recruitment Services Ltd
2 Aztec Row,
Berners Road,
Islington, London,
N1 0PQ.

Our company registration number is 03713353.

The term 'you' refers to the user or viewer of our website.

We reserve the right to withdraw all or part of the website at any time.

Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Whilst we try to ensure that the website does not contain any error, defect, malfunction or corruption, we do not accept responsibility for any

damage to or loss of data on your computer system, network or server that results from the download or use of the website or any materials made available via the website (except for death or personal injury caused by our negligence).

We cannot promise that access to the website will be uninterrupted or error free. We reserve the right to suspend access to the website for scheduled maintenance. There may also be occasions when access to the website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the website and the services offered via the website. Access may also be interrupted due to failures of telecommunications links and equipment, which are beyond the control of Central Recruitment Services Ltd.

You accept that you will not have a claim for breach of contract (either against us) or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the website or any or content and/or facilities provided via the website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data; or
- any indirect or consequential loss.

The exclusions and limitations of liability contained in this section do not apply to :

- any loss or damage resulting from death or personal injury caused by our negligence;
- loss or damages arising from our fraudulent misrepresentation; or
- any other losses which may not be excluded or limited by law.

Each provision of this paragraph shall be construed separately as between you and us. If any part is held by a court to be unreasonable, inapplicable or unenforceable, then the other parts shall still apply. If any provision of these terms becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of these terms shall not be affected.

The receipt of services is personal to you and you may not transfer your rights to access the course materials or to receive the services to another person unless we have consented in writing to you doing so.

If either we or you fail to enforce, or delay in enforcing, any of our respective rights or remedies under these terms, such failure or delay shall not operate as an agreement to waive that right or remedy, and shall not prevent us from exercising that right or remedy in the future.

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.

Copyright

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

All trademarks reproduced in this website, which are not the property of, or licensed to us, are acknowledged on the website.

Any communication or material you post or transmit to us is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting any communication or material to this website you agree that we may use, including without limitation, reproduce, transmit, publish, broadcast or post, your communication for any purpose.

We are happy to accept comments, or other submissions from our users. We are under no obligation to publish any such material and such material shall be considered to be the property of Central Recruitment Services Ltd. Central may dispose of such material at its discretion.

Third party links

From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. Any link is provided for your convenience only and are accessed at your own risk. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). Central does not accept any liability for any loss, damage, expense, costs or liability whatsoever incurred by you in respect of these third party websites.

Amendments to the terms and conditions

We reserve the right to change these terms and conditions at any time by posting changes online. It is your responsibility to refer to these terms and conditions on accessing this site. Continued use of this site after such changes to the terms and conditions constitutes acceptance of those posted changes

Contact us

You can contact us:

Email

info@centralcare.co.uk

Phone

02073546433

9.00am and 5.00pm Monday to Friday excluding national holidays

Fax
02073545151

Post
Central Training
2 Aztec Row
Berners Road
London
N1 0PW

Terms and conditions applying if you enrol in an E-Learning course provided by Central Training

These terms and conditions apply when you enrol on an E-Learning training course provided by Central Training. Please read these terms and conditions carefully before enrolling on a course.

Enrolment and your E-Learning course

You must follow the terms and conditions of the course. You agree to pay us the course fee, (including VAT where applicable), if a fee is required for the course.

Your E-Learning course is a mixture of online course materials, online software, tools, information, and resources for learners we will provide you on the website. By accessing your course you will be deemed to have accepted these the terms and conditions.

Whether you pay a fee or not, you are not “buying” the course. You are being licensed to “use” the course while you are on the course. You cannot “keep” the course for ever. You cannot give or sell the course or any of the learning materials to anyone else. The course always remains the property of Central Recruitment Services Ltd.

Assessment:

Assessment is an important part of your course. You will have been deemed to have successfully completed your course when you have successfully completed the online assessment for that course. Once you have been assessed and passed, you will be able to print your certificate of completion for your records.

Quality of service

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

We will use reasonable skill and care in providing services to you. We do not make any commitment to you that the content of the services will meet any specific requirements that you have (except to the extent that your requirements match the course profile which is given in more detail

on the website). We expect you to take reasonable care to make sure that the course you have chosen will meet your needs,

We do not make any commitment to you that you will obtain any particular result from your receipt of the services. We do not make any commitment to you that you will obtain any particular qualification from your receipt of the services (unless stated otherwise in the course description on the website subject to your successful achievement of that qualification).

All representations, warranties and/or terms and/or commitments not expressly set out in these terms and conditions (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible at law.

Username and password

When you registered for E-Learning with Central Training you will be given a user name and password. You must take care to keep your user name and password confidential. You will be responsible for all activities that occur under your user name and password. You must not allow anyone else to use your user name and password. You must tell us immediately of any unauthorised use of your user name or password or if you believe that your user name or password are no longer confidential. We reserve the right to require you to alter your user name and password if we believe that they are no longer secure. We will never email you or ask you on the phone for your password. If anyone asks you for your password you must tell us.

We will provide you with access to your course once you have enrolled. You will need to log on using your user name and password to use the course.

Provision of services

Computer compatibility on your own machine: You can log onto the website from any computer using your assigned user name and password. However, not all computers have all the software needed to use every course Central Training provides, so we do not make any commitment that the course software will be compatible with or operate with the software or hardware on your own computer. If your computer does not have the necessary software installed you will be able to download the software from the website (at your cost and risk) that should allow you to use the course.

If we recommend that you either enable cookies or download certain publicly accessible software to ensure that your computer is capable of accessing the course, you do so at your own risk. We use cookies to check the compatibility of your system with some of our services. If you wish to know more about cookies, please see the section on 'Cookies' in Central Recruitment Services Ltd's privacy statement. If when you are doing your course you need to use software which is not provided as part of the

course, or as a free download from the website, you will be responsible for any charges from the software supplier.

Technical Support: We will provide basic technical support to learners to help them to use our courses. We cannot provide technical help that is not about using your Central course. We will use reasonable skill and care in providing any technical support and to ensure that this service is available to you. Central cannot guarantee uninterrupted availability of its technical support. We do not guarantee that the technical advice provided by us will resolve your technical problems. If you decide to take advantage of such technical advice you must strictly follow that advice.

System downtime: We may need periods of downtime to maintain the website. Central tries to ensure that the website is available 24 hours a day 7 days a week. Central reserves the right to suspend access to the website. There may also be occasions when access to the website is interrupted for emergency maintenance or repairs or to carry out upgrades to improve the performance or functionality of the website. Access may also be interrupted due to failures of telecommunications links and equipment which are beyond the control of Central Recruitment Services Ltd.

Your right to use the course and your related obligations

On payment of the course fee, or funding approved for you on your course, we grant to you a licence for you to use the course for your own use only. This is for the sole purpose of non-commercial use at home, at work or any other lawful location in connection with the receipt of the services.

You can only use the course while you are learning for a period of 30 days. You cannot “keep” the course, and it is not yours to sell or give to anyone else. You may make copies of sections of the course as they appear on the website if you need to while you are doing the course for your own use only. You may print for your personal use only as many pages of the course on the website as are reasonable for your own private study purposes. You may make copies of sections of the course as they appear on the website if you need to while you are doing the course for your own use only. You may print for your personal use only as many pages of the course on the website as are reasonable for your own private study purposes.

You may not change, copy (except as permitted above), reproduce, republish, upload, post, transmit or distribute in any way any part of the course. Any use of the course not permitted in these terms and conditions is strictly prohibited. Such use will constitute an infringement of either our copyright or our other intellectual property rights, or the copyright or other intellectual property rights of people who write courses for us.

Your right to cancel the course

If you decide that you wish to cancel your enrolment in a Central Training E-learning course, you may do so provided that you tell us that you wish

to cancel within 7 days of your enrolment. If you are entitled to a refund of any course fee, this will be paid to you within 30 days of the date of your cancellation.

You agree that you will lose your above right to cancel the course and get a refund of any course fee you have paid if you have started using the course. This will not affect your statutory rights.

Our rights to stop providing the services to you

We will make the course available to you via the website from enrolment until the earlier of;

- you tell us, in writing, by email or by telephone that you have completed the course and no longer require access to the services
- 1 day after successfully completing your course
- 30 days after enrolment
- we decide that your actions are unacceptable.

In any of the events above, we will withdraw your access to the course. If you wish to use the services after your access to the course has been withdrawn, you will need to enrol and pay the course fee again.

We reserve the right to stop providing the services to you immediately if:

- you do not follow the way in which you are allowed to use the course and the website; or
- you act in such a way as to threaten, intimidate or otherwise harass our staff or other learners; or

If we exercise this right we will tell you by email or by your chosen route. We will then immediately withdraw your access to the course.

Complaints

If you are not satisfied with any aspect of our services, contact us as described in the "Contact us" section of these terms and conditions. Please see Central Recruitment Services Ltd's "Feedback and Complaints Policy" located in the "Policy Documents" section of our website for more details.

Our liability to you

We will not be liable if we cannot provide the services to you because of an event beyond our reasonable control. Such events include (but are not limited to) events such as fire, flood, storm, strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body, failure or insolvency of an associate training or partner organisation. If we are prevented from providing the services by such an event, we will take all reasonable steps to try to reinstate the provision of the services to you as soon as is reasonably practicable.

In no event will we be liable for any loss of profit, loss of earnings, loss of anticipated savings, loss of revenue or loss of goodwill that you may suffer. In no event will we be liable to you for any indirect or consequential loss that you may suffer.

We are not liable for any data that you lose either as a result of accessing the course or during completion of any course on the website. It is your responsibility to ensure that you regularly save and back up all data which you hold on the computer from which you are accessing the course, and all data that you are inputting when completing the course.

Except where the above applies, our maximum aggregate liability for any claim that you may have against us in connection with the provision by us to you of the services, which is not otherwise excluded in these terms and conditions, (including without limitation where such claim arises as a direct result of any negligent technical advice provided by us), will be limited to the amount of the course fee which has been paid or is payable by you or on your behalf (regardless of the amount of any public funding for which you are eligible).

The exclusions and limitations of liability contained in these terms and conditions do not apply to any loss or damage resulting from death or personal injury caused by our negligence, loss or damages arising from our fraudulent misrepresentation, or any other losses which may not be excluded or limited by law.

Privacy and data protection

We treat your privacy very seriously. We are registered under the Data Protection Act and we comply with its terms. The information, which may include sensitive personal data, that you provide when you enrol for a Central Training course or at any other time is subject to Central Recruitment Services Ltd's privacy statement. Please read this. You can find it at the foot of most of the website pages. It sets out what information we collect, when we collect it, what we use it for, and who we can give it to.

If you would like further details about the information we collect and how it is used, please see Central Recruitment Services Ltd's "Information Security And Data Protection Policy" located in the "Policy Documents" section of our website for more details. For any inquiries please contact us as described in the "Contact us" section of these terms and conditions.

By purchasing our services you agree that you have read and accept the terms of Central Recruitment Services Ltd's privacy statement.

By using the website, you also agreed that Central Recruitment Services Ltd may send information regarding Central's products and services by email, phone, post, or SMS. If you want to change these preferences you can do so at any time by contacting us.

While you are attending course provided by Central Training, you will also receive information from us about your learning or your course.

At no time will your personal information be passed to organisations for marketing or sales purposes.