

JTL Employer's Super User Terms & Conditions

Please read these Terms and Conditions of Use ('Terms') carefully before using employers.jtltraining.com website ('the **Website**'). These Terms apply to all users of this Website including casual browsers.

- Part A applies to all visitors to the Website
- Part B applies if you register on the Website as a registered user

Part A

1. Terms applying to all users of the Website.

Please read these Terms and Conditions of Use ('Terms') carefully before using employers.jtltraining.com website ('the **Website**'). Access to and use of the Website and content provided on the Website, including but not limited to any graphics, code, text, software, audio, music, design, information, names, images, pictures, logos and icons ("the **Content**"), is subject to these Terms.

Additional terms and conditions apply if you register as a registered user ("Registered User") on this Website (Part B).

Please also read the 'JTL Employer Privacy Policy'. Any personal information that you provide to us is subject to the JTL Employer Privacy Policy.

In these Terms, 'JTL', 'we' and 'us' means:

JTL

Stafford House

120-122 High Street

Orpington

Kent

BR6 0JS

(Registered Office)

JTL Registered in England No. 3958541

JTL Registered Charity No. 1080254

JTL is the owner of this Website and the JTL trade mark and brand, and 'you' means the user of this Website.

By using this Website you agree to be bound by these Terms.

You acknowledge that you are responsible for taking appropriate precautions against viruses, hacking and other types of computer misuse when accessing this Website.

We do not guarantee that access to the Website will be uninterrupted or error free. 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, or any other events which are beyond the control of JTL.

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

2. Purpose of the Website

The purpose of the Website is to provide a secure web portal to view details of your apprentices, give you the opportunity to communicate with Staff and other Employers who train, on a range of issues within a dedicated Employer Forum, and provide a list of tested applicants who are seeking apprenticeships. We at JTL see this new service as a significant building-block which in time we will further integrate into our systems and processes in order to enhance and improve our service and communications with you.

3. Disclaimer and Limitation of Liability

The Content of the Website is provided to you on an "as is" basis by way of general information only. You accept and acknowledge that we shall not in any way be liable for any damage, loss, costs or expenses arising directly or indirectly from your reliance on or use of the Website or any information contained therein or accessed via the Website, for any purpose.

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 use of the Website or any Content made available via the Website, nor do we accept responsibility for any indirect or consequential loss or damage or loss of profit, business revenue or anticipated savings (whether direct or indirect), in each case, howsoever caused, whether foreseen, foreseeable, known or otherwise.

Without affecting the above statements, we disclaim, as far as the law allows, all warranties and representations, expressed or implied, in respect of any of the Content, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, non-infringement of third party rights or any law, compatibility, security and accuracy.

Nothing in these Terms shall exclude or limit our liability for death or personal injury caused by our negligence, or fraudulent misrepresentation.

4. Copyright and Use of the Content

The Content provided on the Website is owned by JTL or its third party licensors from time to time. Except as expressly stated in these Terms, no material in whole or in part from the Website may be modified, copied, reproduced, published, uploaded, posted, transmitted or distributed. Any such use is prohibited and will constitute an infringement of the copyright and other intellectual property rights of JTL, or in the case of material licensed to us, the owner of such materials.

Permission is given for the downloading and temporary storage of one or more of these pages for the purposes of viewing them on a personal computer or monitor for your own personal and private use. These pages may also be printed for your personal, private and non-commercial use provided that you make no alteration to any of the Content and you do not use any part of the Content in any other publication, in whatever medium, without the prior written consent of JTL.

The use of any of the Content on this Website for commercial purposes is prohibited.

5. Third Party Links

JTL may provide links to third-party websites from time to time. These third-party links are provided for your convenience only and are accessed at your own risk. JTL is not responsible in any way for the content of any third party website or for goods or services provided by the operators of such websites. If you choose to use any of the links provided, you should carefully review the terms and conditions of use and Privacy Policy of the third-party website.

6. Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page of the Website. The date of the last revision to these Terms is provided at the end of this page. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms.

7. General

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.

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

These Terms are governed by and shall be construed in accordance with the laws of England and Wales. Any dispute arising between you and us under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

In addition to the above 'Terms', the following applies if you register as a registered user:

Part B

8. Terms applying if you register on the Website as a Registered User.

Please read Part B carefully before registering as a registered user of the Website. These Terms govern the process of registering on the Website and the use of the facilities provided to Registered Users via the Website.

9. Registration

To register on the website you must be an organisation which is currently actively involved in training with JTL and have one or more apprentices. You must be a registered company; JTL also permits registration of sole traders or partners within organisations without registered company status. Organisations whose apprentices complete their apprenticeship will be allowed access to the web site for a period of up to 1 year post the last apprentices completion date. JTL have the right to vary this time period with out notice.

Super users are the designated user for your organisation.. You are responsible for registering and deregistering your employee's and ensuring that these employees are granted the correct level of access and they are current employees of your organisation. Apprentice personal details shall only be shared with relevant employees within your organisation.

In the event that you cease employment with the company, you or your line manager must contact JTL with the change of circumstances.

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times.

JTL reserves the right to refuse to accept your application to register on the Website in the event that we are unable to verify the details provided.

You also agree to adhere to the terms of any reasonable policy that JTL puts in place to deal with complaints from members of the public or otherwise.

10. Password and Use

When you register on the Website you will be asked to provide a valid email address to act as your user name. As you will be responsible for all activities that occur under your user name and password, you shall take care to keep your user name and password confidential. You shall notify JTL 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. JTL reserves the right to require you to alter your username and password if it believes that they are no longer secure.

You shall not attempt to interfere with the proper working of the Website and in particular, you must not attempt to circumvent security, tamper with, hack into or otherwise disrupt any computer system, server, website, router or any other internet connected device. In the event that JTL's security and monitoring systems detect unauthorised or malicious use of the Website, we reserve the right to suspend your account immediately and to seek to recover from you any losses consequential or otherwise that we incur.

The information that you provide to us upon registration and at any other time is subject to the JTL Employer Privacy Policy.

Where Content is available to you as a Registered User only, it is not intended to be made generally available to the public and so (unless otherwise stated on the Website) you agree that such Content will be kept confidential and used within your organisation for internal operational purposes only. Apprentice data must only be shared with relevant employees within your organisation.

There are two categories of individual [located at and employed by the Registered User] who are authorised to use the Website: Super Users and Secondary Users.

As a Super User you confirm that you are the named contact person stated in the original registration details. The Registered User will promptly notify JTL of any changes to these details. Any other individual user of the website will fall into the category of Secondary User.

If you are a Super User, you are permitted to modify the details for your Registered User and you should refer to the requirements in Paragraph 9 above to ensure that the details are kept accurate and up-to-date.

11. Privacy

When you register on the website, you will be required to give a current email address, title, forename and surname.

The email address will be your user name and we will issue you with a personal password. Your details will not be used by us for any purpose other than as stated in the JTL Employer Privacy Policy.

12. Suspension and termination of membership

You agree that JTL may at any time without notice suspend and/or terminate your account and potentially delete all information stored on it, in the event of suspected or actual misuse, fraudulent activity, malicious acts, or any other acts that bring into question your use of or participation on the Website. If, and to the extent required by law or any regulatory, governmental or other authority with relevant powers, we shall provide any and all data and information we hold relating to Registered Users and their use of the Website without notification to or involvement of the Registered Users. In the event of any Accusation, legal or enforcement action being taken against the Registered Users, we reserve the right to terminate the Registered Users accounts immediately.

On suspension and/or termination of your account your organisation must put forward an additional employee to become the Registered User.

13. Liability

The "Disclaimer and Limitation of Liability" provisions of clause 3 in Part A of these Terms also apply to use of your account.

14. General

We reserve the right to amend these Terms from time to time. When we make any changes we will update this page of the website News page. The date of the last revision to these Terms is provided at the end of this page. We recommend that you revisit this page from time to time to ensure that you are aware of any changes that we have made to these Terms. If you continue to use the Website and access your account, you will be deemed to have accepted those changes.

15. General

All of the provisions in clause 7 of Part A of the Terms also apply to Part B.

Last Updated: 02-Dec-2008