

# PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

## 1. TERMS OF WEBSITE USE FOR WWW.4DELTA.CO.UK

1.1 These terms of use tells you the terms of use on which you may make use of our website located at [www.4delta.co.uk](http://www.4delta.co.uk) (an 4Delta Ltd Website). Use of the 4Delta Website includes accessing, browsing, or registering to use the 4Delta Website.

1.2 By using the 4Delta Website, you confirm that you accept these terms of use and that you agree to comply with them.

1.3 If you do not agree to these terms of use, you must not use the 4Delta Website.

1.4 This page was last updated on the 25<sup>nd</sup> of January 2016.

## 2. INFORMATION ABOUT US

2.1 WWW.4DELTA.CO.UK is a site operated by 4Delta LTD. 4Delta is a training and research and development private entity, trading under the name "4Delta Group" and "4Dleta Education". 4Delta's principal place of business is located at Kingston University - Kingston Business School London - 4Delta Ltd - Kingston NEST Rm 1023 - Kingston Hill - Kingston upon Thames - Surrey - KT2 7LB - United Kingdom. The company number is 9373440 and VAT number is GB2064527272, registered in England, UK.9373440

## 3. CHANGES TO THESE TERMS

3.1 4Delta may revise these terms of use at any time by amending this page. Please check this page regularly to take notice of any changes we made, as they are binding on you. The date of the last update is shown above in Section 1.4.

## 4. CHANGES TO THE 4DELTA WEBSITE

4.1 4Delta may update the 4Delta Website regularly, and may change the content at any time. However, please note that any of the content on the 4Delta Website may be out of date at any given time, and we are under no obligation to update it.

4.2 4Delta do not guarantee that the 4Delta Website, or any content on it, will be free from errors or omissions.

## 5. ACCESSING THE 4DELTA WEBSITE

5.1 The 4Delta Website is made available free of charge.



5.2 4Delta do not guarantee that the 4Delta Website, or any content on it, will always be available or be uninterrupted. Access to the 4Delta Website is permitted on a temporary basis. 4Delta may suspend, withdraw, discontinue or change all or any part of the 4Delta Website without notice. 4Delta will not be liable to you if for any reason the 4Delta Website is unavailable at any time or for any period.

5.3 You are responsible for making all arrangements necessary for you to have access to the 4Delta Website.

5.4 You are also responsible for ensuring that all persons who access the 4Delta Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **6. ACCESSIBILITY**

6.1 In line with UK Government guidelines, the 4Delta Website has been developed to comply with Level AA of the Web Content Accessibility Guidelines 2.0.

## **7. PROHIBITED USES**

7.1 You may use the 4Delta Website only for lawful purposes. You may not use the 4Delta Website:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm minors in any way.
- (d) To send, knowingly receive, upload, download, use or re-use any material, which does not comply with our content standards below.
- (e) To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- (f) 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.

7.2 You also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of the 4Delta Website.
- (b) Not to access without authority, interfere with, damage or disrupt:
  - (i) any part of the 4Delta Website;
  - (ii) any equipment or network on which the 4Delta Website is stored;
  - (iii) any software used in the provision of the 4Delta Website; or



(iv) any equipment or network or software owned or used by any third party.

## 8. INTERACTIVE SERVICES

8.1 4Delta may from time to time provide interactive services on the 4Delta Website, including, without limitation product reviews, social media, competitions and surveys. ("Interactive Services").

8.2 Where 4Delta do provide any interactive service, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

8.3 4Delta will do its best to assess any possible risks for users from third parties when they use any interactive service provided on the 4Delta Website, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, 4Delta are under no obligation to oversee, monitor or moderate any interactive service we provide on the 4Delta Website, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

8.4 Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## 9. CONTENT STANDARDS

9.1 These content standards apply to any and all material, which you contribute to the 4Delta Website ("Contributions"), and to any Interactive Services associated with it.

9.2 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.

9.3 Contributions must:

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

9.4 Contributions must not:

- (a) Contain any material, which is defamatory of any person.
- (b) Contain any material, which is obscene, offensive, hateful or inflammatory.
- (c) Promote sexually explicit material.
- (d) Promote violence.



- (e) Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- (f) Infringe any copyright, database right or trademark of any other person.
- (g) Be likely to deceive any person.
- (h) Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- (i) Promote any illegal activity.
- (j) Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- (k) Be likely to harass, upset, embarrass, alarm or annoy any other person.
- (l) Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- (m) Give the impression that they emanate from us, if this is not the case.
- (n) Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

## **10. SUSPENSION AND TERMINATION**

10.1 4Delta will determine, in its discretion, whether there has been a breach of this acceptable use policy through your use of the 4Delta Website. When a breach of this policy has occurred, we may take such action as we deem appropriate.

10.2 Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use the 4Delta Website, and may result in our taking all or any of the following actions:

- (a) Immediate, temporary or permanent withdrawal of your right to use the 4Delta Website.
- (b) Immediate, temporary or permanent removal of any posting or material uploaded by you to the 4Delta Website.
- (c) Issue of a warning to you.
- (d) 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.
- (e) Further legal action against you.
- (f) Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

10.3 4Delta 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.

## **11. CHANGES TO THE ACCEPTABLE USE POLICY**



11.1 4Delta 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 the 4Delta Website.

## **12. INTELLECTUAL PROPERTY RIGHTS**

12.1 4Delta are the owner or the licensee of all intellectual property rights in the 4Delta Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

12.2 You may print off one copy, and may download extracts, of any page(s) from the 4Delta Website for your personal use and you may draw the attention of others within your organisation to content posted on the 4Delta Website.

12.3 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.

12.4 Our status and that of any identified contributors as the authors of content on the 4Delta Website must always be acknowledged.

12.5 You must not use any part of the content on the 4Delta Website for commercial purposes without obtaining a license to do so from us or our licensors.

12.6 If you print off, copy or download any part of the 4Delta Website in breach of these terms of use, your right to use the 4Delta Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **13. NO RELIANCE ON INFORMATION**

13.1 The content on the 4Delta Website is provided for general information purposes only and may be out of date. It should not be relied on in the place of specific procurement or other advice tailored to your specific circumstances. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the 4Delta Website.

13.2 Although we make reasonable efforts to update the information on the 4Delta Website, we make no representations, warranties or guarantees, whether express or implied, that the content on the 4Delta Website is accurate, complete or up-to-date.

## **14. LIMITATION OF OUR LIABILITY**



14.1 Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.

14.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms, which may apply to the 4Delta Website or any content on it, whether express or implied.

14.3 4Delta will not be liable to any user 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:

- (a) use of, or inability to use, the 4Delta Website;
- (b) use of or reliance on any content displayed on the 4Delta Website;
- (c) loss of profits, sales, business, or revenue;
- (d) business interruption;
- (e) loss of anticipated savings;
- (f) loss of business opportunity, goodwill or reputation; or
- (g) any indirect or consequential loss or damage.

14.4 4Delta will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the 4Delta Website or to your downloading of any content on it, or on any website linked to it.

14.5 4Delta assume no responsibility for the content of websites linked on the 4Delta Website. Such links should not be interpreted as endorsement by us of those linked websites. 4Delta will not be liable for any loss or damage that may arise from your use of them.

14.6 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods by us to you, which will be set out in our Terms and Conditions of Sale.

## **15. UPLOADING CONTENT TO THE 4DELTA WEBSITE**

15.1 Whenever you make use of a feature that allows you to upload content to the 4Delta Website, or to make contact with other users of the 4Delta Website, you must comply with the content standards set out in these terms of use.

15.2 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.



15.3 Any content you upload to the 4Delta Website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such content for any purpose.

15.4 4Delta also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the 4Delta Website constitutes a violation of their intellectual property rights, or of their right to privacy.

15.5 4Delta will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the 4Delta Website.

15.6 4Delta have the right to remove any posting you make on the 4Delta Website if, in our opinion, your post does not comply with the content standards set out in these terms of use.

15.7 The views expressed by other users on the 4Delta Website do not represent our views or values.

## **16. VIRUSES**

16.1 4Delta do not guarantee that the 4Delta Website will be secure or free from bugs or viruses.

16.2 You are responsible for configuring your information technology, computer programs and platform in order to access the 4Delta Website. You should use your own virus protection software.

16.3 You must not misuse the 4Delta Website 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 the 4Delta Website, the server on which the 4Delta Website is stored or any server, computer or database connected to the 4Delta Website. You must not attack the 4Delta Website 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. 4Delta 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 the 4Delta Website will cease immediately.

## **17. LINKING TO THE 4DELTA WEBSITE**

17.1 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.



17.2 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.

17.3 You must not establish a link to the 4Delta Website in any website that is not owned by you.

17.4 The 4Delta Website must not be framed on any other site, nor may you create a link to any part of the 4Delta Website other than the home page.

17.5 4Delta reserve the right to withdraw linking permission without notice.

17.6 The website in which you are linking must comply in all respects with the content standards set out in these terms of use.

17.7 If you wish to make any use of content on the 4Delta Website other than that set out above, please contact [info@4delta.co.uk](mailto:info@4delta.co.uk)

## **18. THIRD PARTY LINKS AND RESOURCES IN THE 4DELTA WEBSITE**

18.1 Where the 4Delta Website contains links to other sites and resources provided by third parties, these links are provided for your information only.

18.2 4Delta have no control over the contents of those sites or resources.

## **19. APPLICABLE LAW**

19.1 If you are a business, these terms of use, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. 4Delta both agree to the exclusive jurisdiction of the courts of England and Wales.

19.2 Notwithstanding the provisions of paragraph 19.1 (above), you are responsible for compliance with applicable local laws relating to the use of or otherwise connected with this website. To the extent that this website or any activity contemplated by it would infringe any law of a jurisdiction other than England, then you are prohibited from accessing this website or attempting to carry on any such offending activity and this provision shall override all other provisions of these Terms and Conditions.

## **20. PRIVACY AND COOKIE POLICY**

**20.1 What Are Cookies** As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and





why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade or 'break' certain elements of the sites functionality.

For more general information on cookies see the [Wikipedia article on HTTP Cookies...](#)

**20.2 How We Use Cookies** We use cookies for a variety of reasons detailed below. In most cases there are no industry standard options for disabling cookies without completely disabling the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

**20.3 Disabling Cookies** You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore it is recommended that you do not disable cookies.

**20.4 The Cookies We Set** This site offers newsletter or email subscription services and cookies may be used to remember if you are already registered and whether to show certain notifications, which might only be valid to some users.

When you submit data to through a form such as those found on contact pages or comment forms cookies may be set to remember your user details for future correspondence.

**20.5 Third Party Cookies** In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

This site uses Google Analytics, which is one of the most widespread and trusted analytics solution on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging content. For more information on Google Analytics cookies, see the [official Google Analytics page](#).

**20.6 Security** This site has security measures in place to protect the loss, misuse and alteration of the information under our control. All instances of unauthorised attempted access to our site are logged and investigated. Where necessary 4Delta LTD will inform law enforcement agencies or other relevant organisations regarding misconduct.

**20.7 Email** 4Delta LTD respects the privacy of email accounts and we store your email



addresses just as securely as other information on our site. However, we may use email to keep you up to date with news about products, services and offers that we think may be of interest to you. If you do not want to be kept informed in this way by email, please let us know. You can do this by ticking the relevant box where your email address is stored when you register, or by choosing the unsubscribe option within the email.

**20.8 More Information** Hopefully that has clarified things for you and as was previously mentioned if there is something that you are not sure whether you need or not it is usually safer to leave cookies enabled in case it does interact with one of the features you use on our site. However if you are still looking for more information then you can contact us at **email:** [info@4delta.co.uk](mailto:info@4delta.co.uk)

## 21. TRADE MARKS

21.1 "4Delta " is a registered trademark of 4Delta LTD. All third party trademarks are acknowledged and used under license.

## 22. CONTACT US

To contact us, please email [info@4delta.co.uk](mailto:info@4delta.co.uk)

Thank you for visiting the 4Delta Website.

