

## **General Terms & Conditions and Courseware Terms of Use**

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Pearson College London (including Escape Studios and Pearson Business School) Web Services including but not limited to [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk).

This website is owned and operated by Pearson College London, including Pearson Business School and Escape Studios, ("Pearson College London" or "we"), on its own behalf and on behalf of its affiliated entities. We have included full details of who we are at the end of the Terms and Conditions.

Access to and use of '[pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk)' (including any courseware or on-line courses or training provided through it) ('the Service') both within the UK and internationally is provided by Pearson College London Limited ('Pearson College London', 'we', 'us' or 'our') on the following Terms and Conditions.

By using the Service you agree to be bound by these Terms and Conditions, which shall take effect immediately on your first use of the Service. If you do not agree to be bound by all of the following Terms and Conditions please do not access, use and/or contribute to the Service.

### **Use of the Service**

You agree to use the Service only for lawful purposes. You may not use the Service or any part of it for commercial purposes. If you are a university or other teaching organisation you may only make use of the Service as part of a degree programme provided by your organisation.

You must only use the Service in a way that does not infringe the rights of, restrict or inhibit anyone else's use and enjoyment of [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk). Prohibited behaviour includes harassing or causing distress or inconvenience to any person, transmitting obscene or offensive content or disrupting the normal flow of dialogue within the Service.

We operate a 'fair use' policy to protect the quality of service to our users. If we believe you are using excessive bandwidth or your use of the Service is adversely affecting our network (or any part of it) or our other users we reserve the right to manage or regulate your usage of the Service. This may include temporarily suspending your user account.

### **Amendments**

Pearson College London reserves the right to make changes to these Terms and Conditions from time to time and so you should check these Terms and Conditions regularly. Your continued use of the Service will be deemed acceptance of the updated or amended Terms and Conditions. If you do not agree to the changes, you should cease using the Service.

If there is any conflict between these Terms and Conditions and specific local terms appearing elsewhere on the Service (including community rules) then the latter shall prevail.

### **Registration**

In order to participate in and contribute to selected [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) communities you may be required to register with [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk). Any personal information supplied to [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) as part of this registration process and/or any other interaction with [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) will be collected, stored and used in accordance with Pearson College London's Privacy Policy.

To register on our website you must be over sixteen years of age unless you have the explicit permission of your parent or guardian.

You must ensure that the details provided by you on registration or at any time are correct and complete.

You must inform us immediately of any changes to the information that you provided when registering by updating your personal details in order that we can communicate with you effectively.

All user accounts must be registered with a valid personal email address that you access regularly so that moderation emails can be sent to you. Accounts registered with someone else's email address, or with temporary email addresses may be closed without notice. We may require users to re-validate their account if we believe they have been using an invalid email address.

You must keep your password and user name confidential and not disclose them or share them with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk) immediately.

If Pearson College London has reason to believe that there is likely to be a breach of security or misuse of the website, we may require you to change your password or we may suspend your account.

Pearson College London reserves the right to close accounts if any user is seen to be using proxy IPs (Internet Protocol addresses) in order to attempt to hide the use of multiple accounts, or if a non UK user pretends to be a UK user, or disrupts any of our services in any way.

If you use multiple logins for the purpose of disrupting a community or annoying other users you may have action taken against all of your accounts.

By registering with Pearson College London, you consent to receiving promotional messages relating to our products and services.

### **Intellectual property**

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in and on Service and all content (including all applications and materials) located on or available through the Service shall remain vested in Pearson College London or its licensors (which includes other users).

You must not copy, reproduce, republish, disassemble, decompile, reverse engineer, download, post, broadcast, transmit, make available to the public, or otherwise use [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) content in any way except for your own personal, non-commercial use. You also agree not to adapt, alter or create a derivative work from any [escapestudios.com](http://escapestudios.com) content except for your own personal, non-commercial use. Any other use of [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) content requires the prior written permission of Pearson College London.

The names, images and logos identifying Pearson College London, Escape Studios and Pearson Business School or third parties and their products and services are subject to copyright, design rights and trademarks of Pearson College London and/or third parties. Nothing contained in these Terms and Conditions shall be construed as conferring any licence or right to use any trade

mark, design right or copyright of Pearson College London, Escape Studios or Pearson Business School or any other third party.

### **Contributions to Pearson College London**

By sharing any contribution (including any text, photographs, graphics, video or audio) with Pearson College London, you agree to grant to Pearson College London, free of charge, permission to use the material in any way it wants (including modifying and adapting it for operational and editorial reasons) for Pearson College London services in any media worldwide (including on Pearson College London's site accessed by international users). In certain circumstances Pearson College London may also share your contribution with trusted third parties.

Copyright in your contribution will remain with you and this permission is not exclusive, so you can continue to use the material in any way including allowing others to use it.

### **In order that Pearson College London can use your contribution, you confirm that:**

your contribution is your own original work, is not defamatory and does not infringe any applicable laws of any country, you have the right to give Pearson College London permission to use it for the purposes specified above, and you have the consent of anyone who is identifiable in your contribution or the consent of their parent / guardian if they are under 16.

We normally show your name with your contribution, unless you request otherwise, but for operational reasons this is not always possible. Pearson College London may need to contact you for administrative or verification purposes in relation to your contribution, or in relation to particular projects. For full details of when and how we may contact you please see our Privacy Policy plus any local terms where applicable.

Please do not endanger yourself or others, take any unnecessary risks or break any laws when creating content you may share with Pearson College London.

If you do not want to grant Pearson College London the permission set out above on these Terms and Conditions, please do not submit or share your contribution to or with the Service.

If you have any questions about contributing content to Pearson College London, please contact Pearson College London.

### **Community Rules**

You agree to use Pearson College London (including Escape Studios or Pearson Business School) communities (including message boards) in accordance with the Community Rules set out in this Section 6. These rules apply across all escapestudios.com community sites and services. You should, however, check for the existence of and read the local house rules of the particular site or service you're using, as there may be some local variations to the Community Rules set out in this Section.

### **About your posts:**

Contributions must be civil and tasteful.

No disruptive, offensive or abusive behaviour: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.

No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.

Be patient: users of all ages and abilities may be taking part in the relevant pearsoncollegelondon.ac.uk community.

No spamming or off-topic material: we don't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.

No advertising or promoting.

No spoilers: material which contains plot developments which haven't been transmitted on UK television will be deleted unless submitted in a designated 'spoilers' area or marked as a 'spoiler'.

Contributions containing languages other than English may be removed unless allowed in the relevant local house rules.

No impersonation.

No inappropriate (e.g. vulgar, offensive etc.) user names.

URLs (web site addresses) can only be posted if allowed under any relevant local house rules.

Deliberate misuse of the complaints facility is not permitted. If you persist in doing this, action may be taken against your account.

**Safety:**

We advise that you never reveal any personal information about yourself or anyone else (for example: telephone number, postal address, home address or email address or any other details that would allow you to be personally identified) in any Pearson College London community.

**Legal requirements:**

You may not submit or share any defamatory or illegal material of any nature in escapestudios.com communities. This includes text, graphics, video, programs or audio.

Contributing material to a pearsoncollegelondon.ac.uk community with the intention of committing or promoting an illegal act is strictly prohibited.

You agree to submit to or share with escapestudios.com communities only contributions which are your own original work. You must not violate, plagiarise, or infringe the rights of Pearson College London or third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.

**If you're under 16:**

Please get a parent's or guardian's permission before taking part in any pearsoncollegelondon.ac.uk community.

Never reveal any personal information about yourself or anyone else (for example, school, telephone number, your full name, home address or email address).

**If you breach these Community Rules:**

If you fail to abide by these Community Rules (and/or any variations in relevant local house rules) when taking part in an escapestudios.com community, you will be sent an email which informs you why your contribution has been refused or edited. This email will also include a warning that continuing to break the rules may result in action being taken against your account or accounts.

This action may include any content posted by you being checked before it is allowed to go on the site or a temporary or permanent suspension of your ability to participate in any or all of escapestudios.com community areas.

If you submit or share offensive or inappropriate content to or with any pearsoncollegelondon.ac.uk communities or anywhere else on pearsoncollegelondon.ac.uk or otherwise engage in any disruptive behaviour on pearsoncollegelondon.ac.uk, and Pearson College London considers such behaviour to be serious and/or repeated, Pearson College London may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement(s).

Pearson College London reserves the right to identify users of anonymous comments if they breach Pearson College London's terms.

Pearson College London reserves the right to delete any contribution, or take action against any Escape account, at any time, for any reason.

**Availability of the Service**

Although we aim to offer you the best service possible, we make no promise that the services available at pearsoncollegelondon.ac.uk will meet your requirements. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Service you should report it to [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk) and we will attempt to correct the fault as soon as we reasonably can.

Your access to the Service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore the Service as soon as we reasonably can.

**Our right to suspend or cancel your registration**

We may suspend or cancel your registration immediately at our reasonable discretion or if you breach any of your obligations under these Terms and Conditions.

You can cancel your registration at any time by informing us in writing. If you do so, you must stop using the Service.

The suspension or cancellation of your registration and your right to use the Service shall not affect either party's statutory rights or liabilities.

**Disclaimers and limitation of liability**

THE MAJORITY OF CONTENT POSTED IN PEARSONCOLLEGELONDON.AC.UK COMMUNITIES IS CREATED BY MEMBERS OF THE PUBLIC. THE VIEWS EXPRESSED ARE THEIRS AND UNLESS SPECIFICALLY STATED ARE NOT THOSE OF PEARSON COLLEGE LONDON. PEARSON COLLEGE LONDON IS NOT RESPONSIBLE FOR ANY CONTENT POSTED BY MEMBERS OF THE PUBLIC ON

THE SERVICE OR FOR THE AVAILABILITY OR CONTENT OF ANY THIRD PARTY SITES THAT ARE ACCESSIBLE THROUGH THE SERVICE. ANY LINKS TO THIRD PARTY WEBSITES FROM THE SERVICE DO NOT AMOUNT TO ANY ENDORSEMENT OF THAT SITE BY PEARSON COLLEGE LONDON AND ANY USE OF THAT SITE BY YOU IS AT YOUR OWN RISK.

ALL CONTENT PROVIDED ON OR THROUGH THE SERVICE, INCLUDING THE INFORMATION, NAMES, IMAGES, PICTURES, LOGOS AND ICONS REGARDING OR RELATING TO PEARSON COLLEGE LONDON, ITS PRODUCTS AND SERVICES (OR TO THIRD PARTY PRODUCTS AND SERVICES), IS PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. TO THE EXTENT PERMITTED BY LAW, ESCAPE EXCLUDES ALL REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED BY LAW), INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY AND ACCURACY. PEARSON COLLEGE LONDON DOES NOT GUARANTEE THE TIMELINESS, COMPLETENESS OR PERFORMANCE OF ANY ASPECT OF THE SERVICE OR ANY OF ITS CONTENT. WHILE WE TRY TO ENSURE THAT ALL CONTENT PROVIDED BY PEARSON COLLEGE LONDON IS CORRECT AT THE TIME OF PUBLICATION NO RESPONSIBILITY IS ACCEPTED BY OR ON BEHALF OF PEARSON COLLEGE LONDON FOR ANY ERRORS, OMISSIONS OR INACCURATE CONTENT ON THE SERVICE.

NOTHING IN THESE TERMS AND CONDITIONS LIMITS OR EXCLUDES PEARSON COLLEGE LONDON'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS PROVEN NEGLIGENCE. SUBJECT TO THE PREVIOUS SENTENCE, NEITHER ESCAPE NOR ANY OF ITS OFFICERS OR EMPLOYEES SHALL BE LIABLE FOR ANY OF THE FOLLOWING LOSSES OR DAMAGES (WHETHER SUCH DAMAGE OR LOSSES WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE): (A) LOSS OF DATA; (B) LOSS OF REVENUE OR ANTICIPATED PROFITS; (C) LOSS OF BUSINESS; (D) LOSS OF OPPORTUNITY OR ANTICIPATED SAVINGS; (E) LOSS OF GOODWILL OR INJURY TO REPUTATION; (F) LOSSES SUFFERED BY THIRD PARTIES; OR (G) ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE USE OF THE SERVICE REGARDLESS OF THE FORM OF ACTION.

PEARSON COLLEGE LONDON DOES NOT WARRANT THAT FUNCTIONS AVAILABLE ON OR THROUGH THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR BUGS. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO IMPLEMENT SUFFICIENT PROCEDURES AND VIRUS CHECKS (INCLUDING ANTI-VIRUS AND OTHER SECURITY CHECKS) TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR THE ACCURACY OF DATA INPUT AND OUTPUT.

### **Advertising and sponsorship**

Part of the Service may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Service complies with relevant laws and codes. We will not be responsible to you for any error or inaccuracy in advertising and sponsorship material.

### **Applicable law**

These Terms and Conditions will be subject to the laws of England and Wales. We will try to solve any disagreements quickly and efficiently. If you are not happy with the way we deal with any disagreement and you want to take court proceedings, you must do so within the United Kingdom.

### **International use**

We make no promise that materials available on or through the Service are appropriate or available for use in locations outside the United Kingdom, and accessing the Service from territories where its contents are illegal or unlawful is prohibited. If you choose to access the Service from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

### **Miscellaneous**

If any of these Terms and Conditions are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and Conditions and the remaining Terms and Conditions shall survive and continue to be binding and enforceable.

You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these Terms and Conditions to another business where we reasonably believe your rights will not be affected.

If you breach these Terms and Conditions and Pearson College London chooses to ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms and Conditions.

Pearson College London shall not be responsible for any breach of these Terms and Conditions caused by circumstances beyond its reasonable control.

### **Publicity**

The Service is owned and operated by Pearson College London Limited a company registered in England and Wales and whose registered office address is at 80 Strand, London, WC2R 0RL.

If you have any queries please contact [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk).

### **Courseware Terms of Use**

These additional terms relate to the paid-for on-line training services supplied to you through the [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) website (the "Courseware Service(s)") and should be read in conjunction with our General Terms & Conditions above which shall also apply save where they are inconsistent with these terms.

### **Prices and payment**

Your order is an offer to purchase Courseware Services from us. The Courseware Service will be made available to you once your payment has been authorised. There will be no contract of any kind between you and us unless and until you make authorised payment for the Courseware Service. At any point up until then, we may decline to supply the Courseware Service to you without giving any reason.

The fee for the Courseware Service is calculated and payable in advance as set out on [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk). The Company shall be under no obligation to provide the Courseware Service until the fee has been paid.

All prices are expressed inclusive of any VAT payable unless otherwise stated.

Your credit/debit card details will be encrypted to minimise the possibility of unauthorised access or disclosure. Authority for payment must be given at the time of placing your order.

### **Delivery**

Within 48 hours of purchase (during the working week) customers will be notified by email of an online URL or download link to access the Courseware Service which they have purchased

### **Using the Courseware Service**

Please read the description for the Courseware Service carefully before placing your order as refunds cannot be given (see section 7 below).

Pearson College London warrants that it has the right to provide the Courseware Service and will use all reasonable skill and care in making the Courseware Service available to you and in ensuring its availability. Because of the nature of the internet, errors and omissions do occur and Escape does not give any other warranties in respect of the Courseware Service.

Pearson College London is continually seeking to improve the Courseware Services. Pearson College London reserves the right, at its discretion, to make changes to any part of any Courseware Service provided that it does not materially reduce its content or functionality.

In the event that Pearson College London withdraws or is permanently unable to deliver a particular Courseware Service we will make available to subscribers to the online service a downloadable version of the digital material.

### **Posting of content**

Some Courseware Services allow you to post content to the [pearsoncollegelondon.ac.uk](http://pearsoncollegelondon.ac.uk) website (including the virtual learning environment) including asking questions about the course and taking part in discussion boards. You may also be able to upload content to the website such as show reels and portfolios of your work.

All content which you provide or upload to our website shall be subject to the relevant provisions of our General Terms & Conditions.

### **Fair use policy**

We operate a 'fair use' policy to protect the quality of our Courseware Services. If we believe your use of a Courseware Service is taking up excessive bandwidth or your use of a Courseware Service is adversely affecting the provision of the service (or any part of it) to other users, or other users' enjoyment of the service, we reserve the right to manage or regulate your usage of the Courseware Service. This may include temporarily suspending your user account and/or access to the Courseware Service.

### **No commercial use**

Subject to clause 4.2, all Courseware Services are available for non-commercial and domestic use only. Pearson College London reserves the right to refuse orders from businesses or that we consider are for commercial or other non-domestic concerns. You may not re-sell or make available to any third party the Courseware Services without the prior written consent of Pearson College London.



Subject to paying the applicable fees, universities and other teaching organisations are permitted to deliver a Courseware Service to their named students as part of a degree programme (but not otherwise).

### **Cancellation and refunds**

Some of our online Courseware Services are available as a time-limited limited trial preview. Refunds cannot be made for downloadable digital items.

Cancellation and refunds are not available for subscribers to the online Courseware Services once the service has been made available to you on a non-trial basis.

Your access to the Courseware Service may be terminated by written notice if you are in material breach of these terms and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe your breach of these terms affects our lawful operation of the Courseware Service or third party customers we may suspend your access to the Courseware Service at any time.

Refunds for events (such as VFX Festival Workshops) will only be made if notice of non-attendance is provided more than 48 hours before the start time of the event.

### **Subscriptions**

Some of our Courseware Services are provided on the basis of a paid-for monthly subscription with a minimum commitment of three months.

Subscription payment occurs on a pre-pay basis with payment being taken each month within two days of the date of the initial purchase.

Subscriptions can be cancelled any time after the first three months by sending a cancellation request to [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk), giving at least 30 days' notice.

Please note, unless we give notice to the contrary, payment for subscriptions are non-refundable. If you cancel your subscription before the end of the term for which you paid, your cancellation will take effect immediately and you will not be given any refund.

### **Complaints**

If you have a complaint in relation to goods or services you have purchased online, please email [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk)

If your complaint remains unresolved, subject to the above terms and conditions, please follow the link "ODR" in the website footer to the European Commission's website, which provides further information to consumers about Online Dispute Resolution and the ODR platform.

### **Interpretation**

In these terms "Pearson College London", "we", "us" or "our" refers to Pearson College Limited a company registered in England and Wales and whose registered office address is at 80 Strand, London, WC2R 0RL. If you have any queries please email [info@pearsoncollegelondon.ac.uk](mailto:info@pearsoncollegelondon.ac.uk).

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