

The Bristol Anatomy Course Website (BAC)

www.bristolanatomycourse.com.uk

Terms and Conditions

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From time to time, "BAC" may modify this agreement. Accordingly, please continue to review this agreement whenever accessing or using the Website. If at any time you do not wish to accept this agreement, you may not use the Website. You may only use the Website in accordance with the terms outlined below.

1. Copyright

1.1

"EE" either owns or is licensed to use the copyright in the data, table, graphic, editorial or other content of its Website pages unless another copyright holder is credited on the relevant Website page.

1.2

We appreciate that our material may help to back-up your own research or to augment your organisation's promotional activities. You may use the "EE" owned material on this Website for non-commercial use provided you do all of the following:

a)

act within the copyright laws of England and Wales

b)

publish the material without any adjustment which would alter its meaning or bring the "BAC", its personnel, representatives, agents, clients or the subject of the material or any other person or entity into disrepute;

c)

meet the requirements of current Human Rights legislation and Data Protection Law within Europe (which rights may extend to individuals and entities resident outside the European Economic Area);

d) publish a credit to "BAC" website, and to any individual named author, at the foot of the re-used material; and, if reproduced on a website, include a URL link to the original article or the point of entry to that Website page or to the publication's Website page as agreed in advance in writing with the Website administrator.

1.3 "BAC" incorporates electronic "watermarking" into published material. Web crawlers are employed to locate watermarked material and to provide legal proof of its re-use. If the simple conditions above are not met, "BAC" reserves the right to pursue any infringement in the Courts of the country where they suffer damage or you are likely to derive benefit.

1.4 All goodwill associated with your use of the "BAC" trade names or marks shall inure solely to the benefit of "BAC" and you shall not assert any claim or ownership to any trade names or marks or to the goodwill or reputation thereof.

1.5 If you are unsure of the legality of your re-use of material published on Websites owned by "BAC" you should contact the site with the e-mail address anatomycourse@btinternet.com

2. Responsibilities of the user

2.1

You may not transmit any unlawful, threatening, abusive, libellous, defamatory, obscene, pornographic, profane or otherwise objectionable material or information of any kind including but not limited to transmission constituting or encouraging conduct which would constitute a criminal offence, give rise to civil liability or otherwise violate any national or international law.

2.2

You may not transmit any information, software, email or attachment which contains in full or in part any Virus, Worm, Trojan Horse or other harmful component.

2.3

You may not restrict or inhibit use of the Websites by any other individual or organisation.

2.4

You may not post, publish, transmit, distribute or otherwise exploit any software, information or material obtained through the Website of "BAC" and its associated companies other than for the purposes expressly permitted.

2.5

All individual articles, reports and other elements making up the Website may be copyright works or protected by database rights. You agree to abide by all additional copyright and database right notices or restrictions contained on the Website.

2.6

You agree to notify "BAC" in writing promptly upon becoming aware of any unauthorised access to or use of the Website by any party.

2.7

Other than the licences granted to you under this agreement, you may not copy, reproduce, recompile, decompile, disassemble, reverse-engineer, distribute, publish, display, perform, modify, upload to create derivative works from, transmit, communicate or in any other way exploit any part of the Website and/or the Website's material.

2.8

The Website and all the information contained therein may not be used to construct a database of any kind nor may the Website be stored in its entirety or in any part in databases for access by you or any third party or to distribute any database websites containing all or part of the Website.

2.9

You agree to indemnify, defend and hold harmless "BAC" from and against any claims, actions, demands or other proceedings brought against "BAC" by a third party to the extent that such claim, suit, action or other proceedings is based on or arises in connection with your use of the Website and any breach by you of this agreement. This section survives termination of this agreement for any such reason.

2.10

You accept that "BAC" has the right to change the material, or information of any aspect of the Website at any time at its sole discretion. You further accept that such changes result in your being unable to access the Website. "BAC" may have to suspend the Website from time to time to carry out maintenance and to make upgrades.

3. Hyperlinks

3.1

Our hyperlinks:

The Website may include links to third party websites. Such hyperlinks are included to ease the user's path through the Internet. Their inclusion cannot be taken to imply any endorsement or validation by us of the content of the website referred to. Hyperlinks can become out-of-date and cease to work or they can direct users to a website page whose contents or use have been changed by its owner. "BAC" has no control over, and can therefore accept no responsibility or liabilities for any losses or penalties that may be incurred or for the accuracy of hyperlinks to third party web sites, or the content of such third party websites.

3.2

Your hyperlinks:

You may provide hyperlinks to the Website and pages owned and/or managed by "BAC" and its associated companies without the prior written consent from "BAC". Such hyperlinks may only direct users to the home page of the relevant website, and must display the relevant page in the same form as this Website, without amendment or framing.

4. Disclaimer

4.1

The material and information published on this Website are provided on an "as is" basis without warranty of any kind, either expressed or implied. "BAC" does not guarantee the accuracy or integrity of the material or information nor its suitability for any particular purpose. To the extent permitted by law, "BAC" excludes any liability whether in contract, tort (negligence) or otherwise for any incorrect or misleading information on the Website.

4.2

No liability will be accepted in respect of service interruptions, nor in the event of any Viruses, Worms, Trojan Horses and other harmful components being present in or transmitted by "BAC" systems and networks.

4.3

"EE" does not accept any liability for any loss of data or software, revenue, business, profits cost or expense, or any direct, indirect, incidental or consequential loss or damage arising out of or in connection with the use of, or the lack of availability of the Website or their content and/or in connection with any permission, right or licence to use the material given under clause 1.2 or otherwise.

4.4

It is your responsibility to assess the value of the information and material on the Websites in the light of your own business and personal circumstances. Website content remains journalistic opinion and does not constitute legal, financial or professional advice, and may not represent the views of "BAC"

4.5

In the event that BAC is held liable, the total liability of BAC (whether in contract, tort, negligence or otherwise) in respect of any loss or damage arising out of or in connection with the Website shall be limited to £500 for any one incident or series of incidents. This clause does not affect your statutory rights as a consumer. This section survives termination of this agreement for any reason.

5 Privacy

See separate document on "Privacy"

6. General Provisions

6.1

No waiver by "BAC" of any breach of any obligation arising under this agreement shall constitute a waiver of any other breach and no failure to exercise or partial exercise by "BAC" of any remedy shall constitute a waiver of the right subsequently to exercise that or any other remedy.

6.2

If any provision of this agreement is held by a court of competent jurisdiction to be invalid unlawful or unenforceable for any reason then such part will be severed from the remainder of this agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

6.3

This agreement constitutes the entire agreement between BAC and you. All prior agreements understandings and negotiations and representations (save for fraudulent misrepresentation) whether oral or in writing are cancelled in their entirety. The terms of any other electronic communications will not form part of this agreement.

6.4

This agreement is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Courts.