

# TERMS AND CONDITIONS OF USE FOR THE AIM AWARDS WEB PORTAL



These terms and conditions (the “Terms”) set out the rights and obligations of the user (“you, your”) and AIM Awards (“we, us, our”) in connection with your use of the AIM Awards Web Portal and AIM Awards website (“the service”). It has been produced to protect both parties under relevant legislation and by ticking the “Accept” box you confirm that you have read and understood these Terms and agree to them.

## **1 Use of the Service**

1.1 You should only access the service if you are a registered user with AIM Awards meaning that:

- o You are the person authorised by the Approved Centre (a Centre approved by AIM Awards) to use the service.
- o You agree to these terms and conditions by clicking on the “I have read the terms and conditions” check box before logging in and by doing so you acknowledge and warrant that you have authority to bind the Approved Centre.

## **2 AIM Awards instructions**

2.1 Please follow the User guidance made available to you on the Web Portal to use the service.

2.2 AIM Awards may vary these Terms from time to time at its discretion and will notify you of any changes to the service. You must implement all such changes promptly.

## **3 Your responsibilities for security**

3.1 You must comply with the following security measures to ensure that you are able to access and give instructions on your data using the service.

- o You must not allow anyone else to operate the service on your behalf.
- o You must not leave your system unattended whilst online to the service.
- o You must not allow anybody to use or copy your security codes or access the service pretending to be you or another authorised user.
- o You must take all necessary measures to protect the security of your use of the service.

3.2 We will give you a unique user name and password (“security codes”, “credentials”). These are your security codes and both will be used to identify you whenever you access the service. You must change your password each time you are required to do so by us. You must take all reasonable steps to ensure that your password stays secure. You must not disclose any details of your security codes to any other person (even within your centre, or to AIM Awards staff). If you discover, or suspect that your security codes are known to someone else, you must immediately notify us, we will then reset your security codes.

3.3 If you become aware of any transaction (registration, submission, withdrawal or accreditation of learners or units) relating to your centre that has not been authorised by you or data you believe to be incorrect, you must notify us immediately.

3.4 If AIM Awards suspect that any Registered User is misusing the service or a Registered User has not accessed the service for a period of 12 months or more, that Registered User’s access may be suspended at any time at the discretion of AIM Awards.

## **4 Data protection obligations**

4.1. You warrant that in your use of the Web Portal you shall comply at all times with the Data Protection Act 1998 (as may be amended from time to time) and the AIM Awards Centre Agreement.

4.2. You must inform individuals who provide you with their personal data of the purpose for which the data will be used and obtain their consent for its use by us. Standard text is available for this is available on the Learning Records Service website: <http://www.learningrecordsservice.org.uk/documentlibrary/documents/privacy-notices-eng.htm>.

## **5 Your authority to AIM Awards to carry out your instructions**

5.1 You agree that the use of your security codes is adequate identification of you. We are therefore entitled to act on your electronic instructions without obtaining any further written or other confirmation from you even if those instructions are not actually given or authorised by you (see section 3.1 above).

5.2 You are responsible for the inputting and accuracy of data and any resulting claims for awards and certification. We accept no responsibility for data incorrectly entered.

## **6 The service**

6.1 Each time you access the service will be through a web browser. It is your responsibility to ensure that your IT system can access the service and that your use of the service does not in any way corrupt AIM Awards systems.

6.2 You must ensure that any computer or other device through which you access the service is free of any computer virus, adequately maintained in every way and is protected against acquiring a virus.

6.3 By supplying you with the security codes, we are granting you access to the service for the purpose of the service only and for no other purpose. Any and all other information supplied to you in connection with the service belongs to us. You must not:

- o Use them except in connection with operating the service.
- o Take copies, sell, assign, lease, license or otherwise transfer to any third party.
- o Decompile, reverse engineer, input, compile or change in any way any of the service.

6.4 Where controlled assessment material is provided to you through the service it must be stored securely at all times as per AIM Awards policies and procedures. It must not be made available to candidates in advance of the date and time specified in the assessment material and/or in the subject specification.

## **7 The extent of our liability for your loss or damage**

7.1 We shall not be liable to you for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by you which are incomplete, inaccurate, illegible, out of sequence or in the wrong format or arising from their late or non-arrival or from any other fault of yours.

7.2 The service has no facility for you to let us know that it is especially important to you that an instruction is carried out by a particular time. You should contact a member of AIM Awards staff should you need to discuss special arrangements for a particular service.

7.3 Except in respect of death or personal injury caused by our negligence, or as expressly provided in this agreement, we shall not be liable to you by reason of any representation (unless fraudulent), or breach of any implied warranty, condition or other term, or any duty at common law, or under the express terms of this agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of us, our staff or agents or otherwise) which arise out of or in connection with this agreement. This includes (but is not limited to) loss or damage resulting from:

- o An incompatibility between your system and the service.
- o Any circumstances beyond our control that leads either to the service being totally or partially unavailable or to instructions given via the service not being acted upon promptly or at all.
- o Any misuse of your system by you or anyone else.
- o Any access to your data that is obtained by a third party as a result of your use of the service (except where that access is obtained as a result of our negligence or willful default).

## **8 Service availability**

8.1 The service will usually be available for use 24 hours a day. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the service to be available during its normal operating hours.

## **9 Ending your use of the service**

9.1 Your access will be withdrawn under the following circumstances:

- o You cease to be employed by the Approved Centre.
- o The Approved Centre withdraws from AIM Awards membership.
- o You or your centre breaches the terms of this agreement or the centre recognition agreement.

9.2 You may cancel your use of the service at any time by emailing your AIM Awards Customer Services Administrator.

9.3 In connection with the service, we are entitled at any time to:

- o Change the mode of operation or the facilities available.
- o End the service.
- o End or suspend your use of the service or to vary access at any time. AIM Awards shall not be responsible for any costs incurred by you as a result of ending the service.

9.4 If we decide to change or end the service, we will give you adequate notice.

**10 Our right to make changes to this agreement**

10.1 We will communicate promptly any changes to the service.

**11 The validity of the terms of this agreement**

11.1 If any, or part, of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms in any way.

**12 Communication between us**

12.1 Contacting us – You will find up to date contact details at [www.aimawards.org.uk](http://www.aimawards.org.uk).

12.2 Contacting you - If we need to send you a notice, we will use the contact details you have given us most recently in connection with your centre.

These terms are governed by English law. Both parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute.