

Please take time to read these Terms and Conditions carefully. These Terms and condition apply to www.jangrolms.net

1. Acceptance of the Terms and Conditions

(a) By using the website, you agree to be bound by these Terms and Conditions, whether you are looking the website as a "visitor" (by simply browsing the website), a "registered user" (any person who registers as a member of the website by entering their details and creating an account).

(b) The Terms "you" or "users" refer to all visitors and registered users

(c) If you do not agree to or abide by these Terms and Conditions, you should not visit the website.

2. Changes to the Terms and Conditions

(a) We reserve the right to change, modify, add or remove any portion of these Terms and Conditions at any time. Changes will be effective on the date that they are posted on the website. Please check the website from time to time to see if any changes to the Terms and Conditions have been made.

(b) If you do not agree with the changes, you may terminate your membership as a registered user discontinue using the website. Your use or continued use of the website after any changes to the Terms and Conditions are posted on the website will indicate your agreement to such changes.

3. Changes to our Services

We may terminate, change, suspend, or discontinue any aspect of the LMS Modules including but not limited to content and hours of availability of the website at any time. Such changes, modifications, additions or deletions to the website and/or LMS Modules shall be effective immediately upon giving notice to you pursuant to paragraph 2 above.

4. Registered Users

(a) To become a registered user you must (i) ensure that the information you submit is truthful and accurate as we are entitled to rely on any information which you submit to us and (ii) maintain the accuracy of such information;

(b) Each registration is valid for a single user only. On registration, you will choose a user name and password. We recommend that you do not select an obvious user password (such as your name).

(c) You agree to be responsible for all use of the website made by you or someone else using your username and password and for preventing unauthorised use of your username and password.

6. Permitted use

(a) The content on the website, include without limitation, the text, data, software, scripts, graphics, photos, features ("**Content**") and the trade marks, names and logos contained therein ("**Marks**"), are owned by or licensed to us, subject to copyright and other intellectual property and similar rights.

(b) We grant you a limited, revocable, non-sub-licensable licence to copy, print, reproduce, store and display the Content and Marks solely for your personal use in connection with viewing the website and using the LMS Modules.

7. Restriction on use of the Services

(a) You may not otherwise copy, reproduce, publish, adapt, create derivative works of, store, distribute, transmit, broadcast, publicly display, sell, license, or otherwise commercially exploit the Content and Marks appearing on the website.

(b) You may not, without our prior written consent:

(i) remove the copyright or trade mark notice from any copies of the Content made under these Terms and Conditions;

(ii) create a database in electronic or structured manual form by systematically and/or regularly downloading, caching, printing and storing all or any of the Content; or

(iii) frame or harvest the Content for similar purposes.

(c) You agree that you will not use the website to transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, including but not limited to the website.

8. Cancellation or Termination

(a) Registered User

If you are a registered user and no longer wish to receive any information or notifications from us, you may terminate your membership at any time by contacting us at our contact details set out in paragraph 14 below.

(b) Our right of termination

We have the right to terminate these Terms and Conditions at any time if:

(c) we consider or reasonably suspect that your use of the website or LMS Modules breaches these Terms and Conditions.

In the event that we terminate the Terms and Conditions and your access to the website, your user name and password will be disabled immediately if you are registered user.

11. Exclusion of Warranty

(a) The LMS Modules should not be intended to provide, and should not be relied on as a source of, legal advice.

(b) The information and materials provided in or through this website may not be applicable in all (or any) situations and should not be acted upon without specific legal advice based on particular circumstances. Moreover, the information and materials provided in or through this website, including any hyperlinks, may not reflect the most current legal developments and do not necessarily indicate future developments in the field of privacy or data protection.

(c) You agree that the use of this website is at your sole risk. Neither us, our affiliates nor any of our respective employees, agents, third party content providers or licensors warrant that this website will be uninterrupted or error free; nor do they make any warranty as to the accuracy, completeness, availability, reliability or content of any information or LMS Modules provided through this website.

(d) We do not warrant the LMS Modules will be uninterrupted or error-free, that defects will be corrected, or that the website or server that makes it available is free of viruses or bugs.

12. Limitation of liability

(a) Nothing in these Terms and Conditions shall be construed to exclude our liability for death or personal injury to you as a result of our negligence or for fraudulent misrepresentation.

(b) Subject to paragraph 12 (a) above:

(ii) under no circumstances will we be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits and savings; (c) loss of business; (d) loss of opportunity; (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 your use of the website.

13. Indemnity

You agree to indemnify and hold us, our members and affiliates, and our

respective, agents, partners and employees harmless from any loss, liability, claim or demand, including reasonable legal fees, made by any third party due to or arising out of:

(a) your use of the website in violation of these Terms and Conditions; and

(b) any other breach of these Terms and Conditions.

14. Contact us

(a) You may send any written notice to us, or address any questions you may have regarding these Terms and Conditions at Jangro Ltd, Jangro House, Worsley Road, Farnworth, Bolton, BL4 9LU or by e-mailing us at: enquiries@jangrohq.net or calling us on +44 (0)1204 795 955. Notices will be effective upon receipt by us.

(b) We may send you notice by general notice on this website, by e-mail or to your e-mail address that you register with us. Such notice will be effective if sent by e-mail or posted on the website, immediately from the time and date it was sent or posted on the website.

15. Force Majeure

If we are unable to perform our obligations under these Terms and Conditions because of matters beyond our reasonable control, including without limitation, fire, explosion, war, civil disorder, industrial disputes, or other disasters or governmental laws and regulations imposed, or other events beyond our reasonable control, we will not have any liability to you for our failure to perform.

16. Assignment

Users may not assign the benefit or burden of these Terms and Conditions or any part thereof without our prior written permission.

17. Entire Agreement

These Terms and Conditions including any terms we may impose on you separately regarding your use of the LMS Modules constitutes the entire agreement between you and us regarding your use of the website.

18. Waiver

Our failure to exercise or enforce any right or provision in these Terms and Conditions shall not operate as a waiver of such right or provision.

19. Severance

If any provision of these Terms and Conditions is unlawful, void or

unenforceable, that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

20. Governing Law and Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and the English courts shall have exclusive jurisdiction in all disputes arising in relation to these Terms and Conditions.