

Terms and conditions

Last Updated 16/1/2012

This is “the Website” (www.ystrad-mynach.ac.uk) of “Ystrad Mynach College” whose primary address is at:

Ystrad Mynach College, Twyn Road, Ystrad Mynach, Hengoed, CF82 7XR.

“Ystrad Mynach College” includes its subsidiary campus locations:

- The College Rhymney
- Centre Training at Tredomen
- College @ Centres – Aber Valley, Bargoed and Blackwood.

“The Website” should be read to include sub-domains of “ystrad-mynach.ac.uk” including, but not limited to, “studentportal.ystrad-mynach.ac.uk”, “misportal.ystrad-mynach.ac.uk” and other online services provided by Ystrad Mynach College for its own business purposes.

The use of the Ystrad Mynach College website is subject to acceptance of the terms and conditions set out below. By accessing this website you agree to be bound by these terms and conditions.

1. Data and Privacy

Ystrad Mynach College is committed to protecting your privacy. We use the information we collect (“The Information”) for business purposes only. We will not sell or provide The Information to another party without your consent unless required by law with the exception of 1) web statistics and 2) external web services which may be used to improve the Website experience and/or make our business processes more efficient.

Web page information and “cookies”

Ystrad Mynach College do not capture personal data without consent when you visit our website. However, we log IP addresses, referrers (the website you came from) and browser information. Such data does not include information which will identify you personally. We will use this information in order to improve and secure your browsing experience. We may also use such data for statistical analysis.

In the event that you are asked to provide personal information to the web site, you may be asked whether you wish to receive any further communication from Ystrad Mynach College. Ystrad Mynach College will make sure all personal data that is supplied is held securely, in accordance with the Data Protection Act.

Security

Ystrad Mynach College makes every attempt to secure its online services. Where we deem necessary, use of cryptographic protocols that encrypt segments of network connections is employed. This usually occurs, but is not exclusive to, areas of our online services that involve the capture of personal and/or sensitive data.

Viruses

Every effort is made to ensure material made available through the Website is free from viruses. We accept no liability for damages resulting from virus infections.

2. Copyright

Content contained on the Website is, unless otherwise stated, owned by, licensed to or controlled by Ystrad Mynach College (“The Content”). The Content includes, but is not limited to, the layout, appearance and look and feel of the Website.

Use of The Content

The Content may not be copied, reproduced, republished, downloaded, archived, broadcasted or transmitted in any form except for private use without the express consent of Ystrad Mynach College.

Sanctions

Unauthorised use of The Content may give rise to a claim for damages and/or criminal proceedings.

Your Material

Should you feel that material to which you hold copyright has been used inappropriately on the Website, please contact us immediately. We will take the necessary action to resolve such matters in a timely fashion.

3. Disclaimer and Liability

While we endeavour to ensure the accuracy of information included on our website, Ystrad Mynach College makes no warranty, express or implied, or representation as to the accuracy and completeness of the material contained on the Website. The appearance of material on this website should not be misinterpreted as an endorsement of the information, product or service contained within such material.

We may make changes to the material, products advertised and prices described at any time, without notice. We make no commitment to update material.

The material provided on the site is provided “as is”, without any conditions, warranties, or other terms of any kind. Accordingly, to the maximum extent permitted by law, the Website is provided on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation any conditions implied by law) which, but for this legal notice, might have effect in relation to the Website.

Nothing in these terms shall exclude or limit our liability for: (a) death or personal injury caused by negligence; or (b) fraud; or (c) misrepresentation as to a fundamental matter;

or (d) any liability which cannot be excluded or limited under applicable law. If you are a consumer your statutory rights are not affected.

4. User Conduct

You are prohibited from posting or transmitting to or from the Website any material:

(a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or

(b) for which you have not obtained all necessary licences and/or approvals; or

(c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or

(d) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking).

We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of section 4 of these terms and conditions.

5. Goods and services

Ystrad Mynach College allows potential students, current students, staff and persons otherwise affiliated with the organisation to purchase goods and services through the Website including:

- Enrolments
- HIKO account top-ups

Enrolments

Tuition and Administration Fees are charged for each year of a course. These are payable at the beginning of each Academic Year before the course begins. Examination and where appropriate, registration fees may also be payable. All fees are payable prior to the start of any course. On some courses, learners may be offered the opportunity to take additional qualifications. In such circumstances, additional fees will be payable. Learners will be notified when other fees (for example equipment and materials) are due for payment.

Ystrad Mynach College reserves the right to cancel, amalgamate or offer an alternative course. Where such action is taken, a student may apply for a refund in accordance with the guidance contained in the next section (“Enrolments – Refunds”).

Enrolments – Refunds

Ystrad Mynach College does not refund any fees in respect of learners who withdraw early from any part of a course. A learner who enrolls and then withdraws prior to the start of the course shall forfeit any administration fees associated with the enrolment but be entitled to a full refund of all tuition, examination and registration fees.

Learners, or their sponsors, are entitled to full refunds where the College cancels a course, for which they had enrolled and paid fees.

Refunds may also be made to learners where a learner’s complaint is upheld by Ystrad Mynach College or a relevant agency, or subsequent litigation results in a Court Order to refund all or part of a fee.

All refunds should be requested using the appropriate form “Application for Refund” which can be found here

HIKO account top-ups

Ystrad Mynach College operates an identity card scheme (“HIKO”). A HIKO card may be used for the purchase of goods or services within Ystrad Mynach College and its subsidiary campuses. Such goods and services include meals, stationery and printer credits.

HIKO – Refunds

Ystrad Mynach College operates a strict no refund policy in relation to HIKO top-ups. In the event that a mistake is made, after investigation, a HIKO card will be re-credited with the disputed amount. Under no circumstances will a refund be made by cash, cheque, BACS, debit or credit card refund.

6. Delivery of Goods and Services

Learners are responsible for checking the start and end dates of any course for which they are enrolled. Such information is available by phoning or e-mailing Ystrad Mynach College. Contact details are available on the Website for each campus.

HIKO top-ups will be credited and available for use on HIKO cards within one hour of a successful online transaction. While we endeavour to maintain up-time, occasionally, system maintenance will prevent this. In such circumstances, amounts will be credited at the earliest opportunity.

7. General Provisions

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any jurisdiction in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable it shall be severed and deleted from these Terms and Conditions and the resultant Terms and Conditions shall remain in full force and effect.

8. Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising under these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.