



Rambert Grades Website Terms and Conditions

2024-25

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY
BEFORE USING THIS WEBSITE**

1. What is in these terms of use?

These terms of use ("terms") tell you the rules for using our website www.rambertgrades.com ("our website").

2. Who we are and how to contact us

www.rambertgrades.com is a website operated by Rambert Creative Contemporary Dance Grades Ltd referred to throughout these terms as "Rambert Grades", "we", "our", or "us".

We are a registered company in England and Wales under company number 11676508 and our registered office is at Clifton Lodge, St. Margarets Drive, Twickenham, TW1 1QN. United Kingdom.

We are registered with the Information Commissioner's Office under registration reference ZB627775.

You can write to us at the following address:

Rambert Grades,
Clifton Lodge,
St Margarets Drive,
Twickenham,
TW1 1QN
United Kingdom

Or send an email to us at: support@rambertgrades.com

Our telephone number is: +44 (0)20 8892 9960

3. By using our website you accept these terms

By using our website, you confirm that you accept these terms and that you agree to comply with them.

If you do not agree to these terms, you should not use our website.

We recommend that you print a copy of these terms for future reference.

4. There are other terms that may apply to you

These terms refer to the following additional terms, which also apply to your use of our website:

- [Our Privacy Policy](#)
- [Our Cookies Policy](#) which sets out information about the cookies on our website.

5. We may make changes to these terms

We amend these terms from time to time. Every time you wish to use our website, please review these terms to ensure you understand the terms that apply at that time. These terms were most recently updated in August 2024.

6. We may make changes to our website

We may update and change our website from time to time to reflect changes to our users' needs and our business priorities.

7. We may suspend or withdraw our website

Our website is made available free of charge.

We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons.

You are responsible for ensuring that all persons who access our website through your internet connection are aware of these terms and other applicable terms and conditions and that they comply with them.

8. You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.

If you know or suspect that anyone other than you knows your user identification code or password, you should promptly notify us at: support@rambertgrades.com

9. How you may use material on our website

We are the owner or the licensee of all intellectual property rights in our website and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others within your organisation to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our website in breach of these terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

10. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any services provided via, or in relation to, our website. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

11. Uploading content to our website

Whenever you make use of a feature that allows you to contribute audio-visual and other content directly on our website as part of the Rambert Grades Examination Process, you must comply with the standards set out in our [Acceptable Use Policy](#).

You warrant that any such contribution ("your content") complies with those standards, and you are liable to us and will indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

We will consider any content you upload to our website to be non-confidential and not protected by any trade mark, patent or copyright (ie to be "non-proprietary") and that for the purposes it is uploaded to our website it is in the public domain. You warrant that you own your content and that you are and shall remain the Data Controller of all such content. You acknowledge that we will not in any circumstances accept any responsibility as Data Controller of your content.

By uploading your content to our website you grant to us and to other users of our website, for example, Rambert Grade Examiners, a limited licence to use, store and temporarily copy that content and to distribute and make it available to others for the

sole purpose of, and in connection with, the Rambert Grades Examination process but, unless expressly agreed by you in writing, not further or otherwise.

We agree that after a period of three (3) months following the date on which an examination report is issued by us (that period allowing time for any enquiry arising from the grant of a particular Rambert Grade to a particular student), we shall take down and permanently delete any of your content submitted in connection with the Rambert Grades Examination process relating to that student unless you expressly agree by you to the contrary in writing.

We shall also have the right to disclose your identity to anyone who is claiming that any content posted or uploaded by you to our website violates their intellectual property rights or their right to privacy.

We have the right to remove any content you post on our website if, in our opinion, your post does not comply with the acceptable use standards set out in our Acceptable Use Policy.

If you wish to contact us in relation to any content you have uploaded to our website, please contact: support@rambertgrades.com.

12. Please do not rely on information on this website

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our website.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

13. We are not responsible for websites to which we link

Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those websites or resources.

14. User-generated content is not approved by us

This website may include information and materials uploaded by other users of the website, including to social media pages, video-sharing websites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our

views or values.

15. How to complain about or report content

If you wish to complain about any content on our website, please contact us on support@rambertgrades.com

16. Our responsibility for loss or damage suffered by you

Whether you are a consumer or a business user:

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user:

- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, our website; or
 - use of or reliance on any content displayed on our website.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user:

- Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
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17. How we may use your personal information

We will only use your personal information as set out in our [Privacy Policy](#).

18. We are not responsible for viruses and you must not introduce them

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website.

You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

19. Rules about linking to our website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our website in any website that is not owned by you.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our website other than that set out above, please contact: support@rambertgrades.com.

20. Which country's laws apply to any disputes?

If you are a consumer, please note that these terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

These Website Terms and Conditions were last updated in August 2024

Version Number	1
Date Created	August 2024
Date Reviewed	-
Next review date	June 2025