

Terms and conditions for user accounts with Trinity College London

1. About us and about you

We are Trinity College London ("**Trinity**", "**us**", "**our**" or "**we**"), the international exam board for performing arts and English language qualifications, a registered charity with registration numbers 1014792 (England and Wales) and SC049143 (Scotland) and a private company limited by guarantee registered with company registration number 02683033 in England. Our registered office is at Blue Fin Building, 110 Southwark Street, London SE1 0TA.

In these terms and conditions ("**T&Cs**"), when we refer to "**you**" or "**your**", we mean (a) you, the person, 18 years of age or older, opening a user account with Trinity (an "**Account**"), and (b) where applicable, the business (including teaching business) on whose behalf you are acting. Please note that if you are acting for purposes relating to your trade, business, craft or profession, then you are acting as a "**business**". If you are acting as a business when you access and use the Account, you represent and warrant that you have full legal authority to bind your employer or that business and you agree to these T&Cs on behalf of the business that you represent.

2. About these T&Cs

By opening an Account, you agree to be legally bound by and to comply with these T&Cs. Our [policies](#) and our [privacy statement](#) also apply to this Account.

We recommend that you read these T&Cs carefully before you open an Account and keep a paper or electronic copy for your records. Please note that if you do not accept these T&Cs then you will not be able to open an Account.

We reserve the right to update and amend these T&Cs at any time. If we do so, we will publish the amended version in the same location as these T&Cs. Every time you open or use your Account, you agree to the T&Cs that apply at that time as well as the version of the [policies](#) and [privacy statement](#) that apply at that time. Please check these T&Cs to ensure that you are aware of the terms that apply at the time of your use of the Account. The amended T&Cs will take effect from the time that they are published in relation to any use of your Account on or after the time that the amended T&Cs are published.

Where you are a registered exam centre, registered exam hub or representative for Trinity, these T&Cs supplement the terms and conditions for registered exam centres, registered exam hubs or representatives (as appropriate) entered into between Trinity and you ("**REC Contract**"). If there is any conflict or inconsistency between the terms of these T&Cs and the terms of the REC Contract, the terms of these T&Cs shall prevail with respect to the subject matter of these T&Cs.

Save as expressly provided by Trinity in these T&Cs, no other terms are implied by trade, custom, practice or course of dealing.

3. Opening and using an Account

You must be 18 years or older in order to open an Account. You may be able to use the Account to book an exam with Trinity via our websites or to access other products or services of Trinity or its subsidiaries (including Trinity College London Press Limited) where this is permitted under the terms of such products or services. Creation of an Account is free of charge. You can open an Account with Trinity by signing up for an Account where a product or service of Trinity or its subsidiaries provides you with the facility to open an Account with Trinity.

When you follow the prompts to sign-up for an Account you will be asked to enter in a set of unique log-in credentials (email address and password) (the “**Credentials**”). You will be sent an email from a service provider to Trinity, Auth0, with instructions to follow in order to confirm your email address and verify the setting up of the Account. You must choose and use a set of unique Credentials for the Account. You must keep your Credentials confidential and secure and must not share them with any third party. You are responsible for all activities that are carried out under your Credentials. You will be required to enter your Credentials each time you wish to access your Account or avail of a product or service which requires you to use an Account. We do not check the identities of people using Accounts and will not be liable where your Credentials are used by someone else. You agree to notify us immediately by email to UKandIreland@trinitycollege.com (if you are located in the UK) or by filling in the ‘Contact us’ form for ‘Other enquiries’ available at <https://www.trinitycollege.com/contact> (if you are located outside of the UK) of any unauthorised use of your Credentials or Account of which you become aware or if you know or suspect that anyone other than you has come to know your Credentials. If you fail to comply with the above obligations, we will not be responsible for any losses that you suffer as a result. We retain the right to determine at our own discretion whether or not you may create and maintain an Account.

The information, including personal information, that you provide when accessing or purchasing certain products or services from Trinity or its subsidiaries will be added to your Account in accordance with the terms and conditions for such products or services. You must ensure that the information that you provide is correct and complete and update your Account immediately with any changes to that information. You can view and update the information that you provide to us and that is saved to your Account by accessing your Account.

You can choose to pause or delete your Account at any time. Pausing or deleting your Account in relation to a particular product or service may not necessarily pause or delete your account with Trinity in relation to other services offered by Trinity or its subsidiaries. If you wish to pause or delete your Account then send an email to UKandIreland@trinitycollege.com (if you are located in the UK) or fill in the ‘Contact us’ form for ‘Other enquiries’ available at <https://www.trinitycollege.com/contact> (if you are located outside of the UK) requesting Trinity to pause or delete your Account. You must only register for one Account with Trinity, as registering for multiple Accounts is not allowed. Sharing Accounts with another person is also not allowed.

Subject to your compliance with clause 4 (*Your obligations*) and the other provisions of these T&Cs, Trinity grants you a non-exclusive, royalty-free, non-transferable right for the period that these T&Cs are in effect between Trinity and you to access and use the Account, solely for the purpose of accessing or purchasing products or services from Trinity and its subsidiaries, and for providing details for, or amending the details provided for, yourself or other individuals as required by the relevant product or service.

You acknowledge and agree that Trinity may amend the features, appearance and functionality of the Account from time to time.

Trinity retains the right to disable your Credentials and/or terminate your access to the Account at any time for any reason and without liability of any kind. In particular, but without limit to the sentence just before this one, we have the right to disable your Credentials and/or terminate your access to the Account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these T&Cs or the provisions of the terms and conditions of any product or service accessed, used or purchased using the Account. In the event of such a failure to comply, your right to use the Account will cease immediately. Where such failure to comply with these T&Cs amounts

to a criminal offence under the Computer Misuse Act 1990 or other applicable legislation, 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.

4. Your obligations

You agree not to:

- a. use the Account for any unlawful purpose or in a way that breaches applicable law;
- b. share with any third party any information which allows you access and enjoyment of the same;
- c. remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices on, or use, the Account in any way which might infringe our or any third party's intellectual property rights;
- d. copy, reverse engineer, decompile, disassemble, decode, adapt or otherwise attempt to gain access to the source code of the Account, translate, port, modify or make derivative works of any portion of, or rent, retransmit, disclose, publish, sell, assign, lease, sublicense, market, or transfer the Account in any way or any portion of the Account;
- e. in any way access, use, or copy any portion of the Account or its features, to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the products and services of Trinity or its subsidiaries or to disparage the products or services of Trinity or its subsidiaries;
- f. transmit any viruses, trojans, worms, logic bombs, time-bombs or other material which is malicious or technologically harmful or other computer instructions or technological means whose purpose is to disrupt, damage, or interfere with the use of computers or related systems;
- g. attempt to circumvent any technological or security measure implemented by us or any of our providers or any other third party (including another user) to protect the Account;
- h. attack the Account via a denial-of-service attack or a distributed denial-of service attack;
- i. use the Account by automated means or otherwise for the purposes of scraping, extracting, spidering, harvesting or otherwise obtaining any material for use within a third party website or application;
- j. copy, or otherwise reproduce or re-sell any part of the Account;
- k. intentionally damage or disrupt the Account;
- l. access, develop or market all or any part of the Account with the intention of obtaining information regarding the means of operation of the Account for the purpose of developing a product or service which competes with the Account; or
- m. in order to build a product or service which replicates, competes with or is substantially similar to the Account.

You are responsible for making all arrangements necessary for you to have access to the Account. If you are a business user, you are also responsible for ensuring that all persons who access the Account through your internet connection are aware of these T&Cs and that they comply with them.

If you become aware of any activity that may be in breach of these T&Cs then you must promptly notify Trinity.

You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of any breach of these T&Cs.

5. Our obligations

We do not guarantee that the Account will always be available or be uninterrupted. We also do not make any representation or give any warranty or undertaking that the Account will meet your requirements. Access to the Account is permitted on a temporary basis. We and/or our licensors may suspend, withdraw, discontinue or change all or any part of the Account without notice.

We and/or our licensors may from time to time carry out routine and emergency maintenance of the Account and you may be unable to access the Account during any such period. We will not be liable to you if for any reason the Account is unavailable at any time or for any period. We and/or our licensors may update the Account and/or change the content on it at any time.

Content in the Account is provided for general information purposes only and is not intended to amount to advice on which you should rely.

The Account may from time to time contain links to third party websites. You are responsible for deciding whether to access a third party website and your use of third party websites will be governed by the terms and policies of that third party website. We assume no responsibility for the content of websites linked to from the Account (including links to our commercial contractors or service providers). Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

We do not guarantee that the Account will be totally secure or free from bugs or viruses. We will not, under any circumstances, be responsible for protecting your hardware, software, network or other systems from attacks, whether external or internal, or from software or other code meant to be harmful or disruptive. You are responsible for configuring your information technology, computer programmes and platform in order to access the Account and we recommend that you use your own virus protection software.

Except as expressly provided in these T&Cs, the Account is provided "as is" and to the extent permitted by law, we exclude and disclaim all other conditions, warranties, representations, undertakings or other terms which might have effect between you and us with respect to the Account, or be implied or incorporated into these T&Cs, whether by statute, common law, custom or otherwise, including any implied conditions, warranties, undertakings or other terms relating to satisfactory quality, reasonable skill and care, fitness for any particular purpose, accuracy, title and non-infringement, compatibility, or appropriateness, ability to achieve a particular result or arising from course of dealing or usage of trade. We do not warrant anything in relation to systems that do not make up the Account or the connection to those systems. We will not be liable to you if we are unable to perform the services by reason of a Force Majeure Event (as defined in clause 9 (*Events and websites outside of our control*)).

6. Data protection

In relation to the Account, we are the data controller and will collect and use in accordance with our [privacy statement](#) (i) your personal information, and (ii) the personal information of other individuals that you are required to provide us with in relation to a relevant product or service, including your or their name, contact information and any other details that you provide. We will primarily use this personal information in order to enable you to open and manage the Account or to purchase, access or avail of a product or service of Trinity or its subsidiaries. We may share your personal information with our subsidiaries where you purchase, access or avail of a product or service of our subsidiaries. Where you provide us with the personal information of other individuals you (i) confirm that you have obtained the prior permission from such individuals (or where such individuals are under 18 years of age, the prior permission of their parent or legal guardian) to provide us with their personal information, (ii) agree to inform such individual (or where such individuals are under 18 years of age, their parent or legal guardian) that their personal information is being provided to us, and (iii) agree to bring our [privacy statement](#) to their attention.

If you, or an individual whose information you have provided to us, have any questions about our [privacy statement](#) or how we collect and use personal information please feel free to contact us at dpo@trinitycollege.com.

7. Intellectual Property

You acknowledge and agree that Trinity and/or its licensors own and retains all intellectual property rights in and to the Account, the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on the Account and in use in relation to the products and services of Trinity or its subsidiaries and in any associated documentation or software. These works are protected by intellectual property laws and treaties around the world. All such rights are reserved. Except as expressly provided in these T&Cs, these T&Cs do not grant you any rights to, under or in, any intellectual property rights or other rights or licences in respect of the Account, the Trinity name, Trinity logos, trademarks, images and other intellectual property appearing on the Account, in relation to any product or service of Trinity or its subsidiaries or in any associated documentation or software.

You acknowledge and agree that no part of the Account nor any associated documentation or software, including, without limitation, the text, designs, graphics, photographs and images contained therein, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any purpose without our prior written consent

8. Our liability

Subject to clause 9 (*Events and websites outside of our control*) and the last paragraph of this clause 8, our total liability to you for any loss or damage arising out of or in connection with these T&Cs, whether in contract (including under any indemnity), tort (including negligence) or otherwise shall be limited to £500.

Subject to the last paragraph of this clause 8, we will not be liable for losses that result from our failure to comply with these T&Cs that fall into the following categories, even if such losses result from our deliberate breach:

- a. loss of income or revenue;
- b. loss of business or contracts;

- c. loss of profits;
- d. failure to realise anticipated savings;
- e. loss of data;
- f. waste of management or office time; or
- g. any indirect or consequential loss, whether arising from negligence, breach of contract or otherwise.

However, this will not prevent claims for loss of or damage to your physical property that are foreseeable, or any other claims for direct loss that are not excluded by categories (a) to (f) inclusive above.

We do not in any way exclude or limit our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud or fraudulent misrepresentation; or
- c. any other liability that may not, under English law, be limited or excluded.

9. Events and websites outside of our control

We and/or our licensors may provide links on the Account to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that third party products you purchase from those third party sellers will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. You will be notified under their relevant terms and conditions when a third party is involved in a transaction, and we may disclose your personal information related to that transaction to the third party in accordance with our privacy statement so that they may process your order accordingly. Where you buy any product from a third party seller whose website is linked to the Account that seller's individual liability will be set out in their terms and conditions.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under any contract that is caused by events outside our reasonable control (a “**Force Majeure Event**”). A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- a. strikes, lock-outs or other industrial action;
- b. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- c. fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- d. impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

- e. impossibility of the use of public or private telecommunications networks;
- f. the acts, decrees, legislation, regulations or restrictions of any government; and
- g. pandemic or epidemic.

Our performance under these T&Cs is deemed to be suspended for the period that the Force Majeure Event continues, and where applicable we will have an extension of time for performance for the duration of that period.

10. Your breach of these T&Cs

If you materially or persistently breach any of these T&Cs, we may immediately do any or all of the following (without limitation):

- a. issue a warning to you;
- b. temporarily or permanently withdraw your right to use the Account or to access, purchase or avail of products or services of Trinity and its subsidiaries;
- c. issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);
- d. take further legal action against you; and/or
- e. disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

11. Contact, notices and communications

If you have any questions, complaints or comments concerning these T&Cs or if you require any support (including if you encounter any technical difficulties) please contact us by sending an email to UKandIreland@trinitycollege.com (if you are located in the UK) or by filling in the 'Contact us' form for 'Other enquiries' available at <https://www.trinitycollege.com/contact> (if you are located outside of the UK).

Applicable laws require that some of the information or communications we send to you should be in writing. By opening an Account you accept that communication with us will be mainly electronic. We will contact you by e-mail or may provide information to you by posting notices on our website or within the Account. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

All contractual or legal notices given by you to us must be given to Trinity College London at UKandIreland@trinitycollege.com (if you are located in the UK) or by filling in the 'Contact us' form for 'Other enquiries' available at <https://www.trinitycollege.com/contact> (if you are located outside of the UK). We may give notice to you at the e-mail or postal address you provide to us when submitting information to us, or in any of the ways specified in the paragraph above. Notice will be deemed received and properly served immediately when posted on our website; 24 hours after an e-mail is sent within business hours and business days being 9am to 5pm UK time, Monday to Friday;

or ten days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

12. Transfer of rights and obligations

We may transfer, assign, charge, sub-contract or otherwise dispose of these T&Cs, or any of our rights or obligations arising under these T&Cs, at any time during the term that these T&Cs are in effect between you and us, on notice to you.

These T&Cs between you and us are binding on you and us and on our respective successors and assignees. You may not transfer, assign, charge or otherwise dispose of these T&Cs, or any of your rights or obligations arising under these T&Cs, without our prior written consent.

13. General

If we fail to insist upon strict performance of any of your obligations under these T&Cs, or if we fail to exercise any of the rights or remedies to which we are entitled under these T&Cs, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations.

A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any of these terms and conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

If any court or competent authority decides that any of the provisions of these T&Cs are invalid, unlawful or unenforceable to any extent, such provision will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

No person or organisation, other than Trinity and you, has any rights under or in connection with these T&Cs.

These T&Cs and the documents referred to herein constitute the entire agreement and understanding between us relating to the subject matter of these T&Cs and supersede any previous agreement or understanding between us in relation to such subject matter. Each of you and us acknowledge that in entering into these T&Cs it has not relied upon any oral or written statements, collateral or other warranties, assurances, representations or undertakings which were made by or on behalf of the other party in relation to the subject-matter of these T&Cs at any time before its signature (together "**Pre-Contractual Statements**"), other than those which are set out in these T&Cs. Each of you and us hereby waives all rights and remedies which might otherwise be available to it in relation to such Pre-Contractual Statements. Nothing in this paragraph of clause 13 shall exclude or restrict the liability of either party arising out of its pre-contract fraudulent misrepresentation or fraudulent concealment.

14. Governing law and jurisdiction

These T&Cs are governed by and are to be construed in accordance with the laws of England and Wales. You further agree that any dispute between you and us regarding these T&Cs will only be dealt with by the English courts.

Effective date: 31 August 2023

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