

**Trinity College London**  
**Qualification Verification Service**  
**Terms of Use**

**29<sup>th</sup> March 2016**

**Version 1.0**

**Please read the terms and conditions carefully before  
using this website**



## Document Release Note

---

### Document Details

Name	Version Number	Description
<b>Terms of Use – Trinity Qualification Verification Service</b>	<b>1.0</b>	<b>Terms of use for Trinity Qualification Verification Service</b>

### Revision Details

Action (add/del/change)	Taken	Previous number	page	New page number	Revision description

**Posted:** 29<sup>th</sup> March 2016

## About this Document

---

### Purpose

This policy document has been written to help you understand the terms of use policy for the Trinity Qualification Verification Service application.

### Intended Audience

This policy document is intended for the users of the Trinity qualification Verification Service.



## 1. Terms of Website Use

---

1. These terms and conditions of use ('Terms of Use'), together with any other terms referred to in them, set out the terms and conditions upon which you may make use of our online qualification verification system <https://qvs.trinitycollege.co.uk> ("Website"). Use of the Website includes accessing, browsing and carrying out actions on it.
2. Please read these Terms of Use carefully before you first use the Website, as they will apply to your use of it. In particular, we draw your attention to clause 2 (Other Applicable Terms), clause 8 (Using the Website), clause 9 (Intellectual Property Rights), clause 10 (No Reliance on Information) and clause 11 (Limitation of Liability). We recommend that you print a copy of these Terms of Use for your future reference.
3. At the end of the registration process you can either accept these Terms of Use by ticking a box stating '*I accept the Terms of Use*' or choose not to do so.
4. By ticking the '*I accept the Terms of Use*' box you confirm that you accept these Terms of Use and agree to be legally bound by them.
5. If you choose not to be legally bound by these Terms of Use, you should leave the Website immediately as you will be unable to use it further.

## 2. Other Applicable Terms

---

1. These Terms of Use refer, in places, to our [Privacy Policy](#) which sets out the terms upon which we process any personal data we collect from you, or that you provide to us.
2. By agreeing to the terms of our Privacy Policy, you consent to such processing and you warrant that all data provided by you is accurate. Our Privacy Policy also contains information about the cookies on the Website. Please ensure that you read it carefully before accepting it.

## 3. Information About Us

---

The Website <https://qvs.trinitycollege.co.uk> is a website operated by Trinity College London ('we''our''us'), which is a private company limited by guarantee registered in England and Wales (registered number 02683033) whose registered office is at the Blue Fin building, 110 Southwark Street, London SE1 0TA, United Kingdom. We are also a registered charity in England and Wales under no. 1014792. Our UK VAT registration number is GB 228 1298 05.

## 4. Changes to these Terms

---

We may revise these Terms of Use at any time by amending this page. You should review these Terms of Use on a regular basis to ensure that you are aware of any changes made as you will be legally bound by any amended terms if you continue to use the Website after the changes have been made.

## 5. Changes to the Website

---

1. Subject to the notice period set out below, we may update the Website from time to time, and may change the content at any time.
2. In the case of planned cosmetic, functional or technical changes to the Website, we will use reasonable endeavours to post an advance notice of such changes by posting appropriate information on the Website.
3. You agree that advance notice need not be given where we implement such cosmetic, functional or technical changes as we, in our reasonable opinion, consider necessary to maintain the integrity, stability or capabilities of the Website or to prevent any deterioration in its functionality.
4. Except in relation to the 'Candidate Results' page on the Website, please note that some of the content on the Website may be out of date at any given time, as it is not possible to update all of the content all of the time.

## 6. Your Account and Password

---

1. To be able to use the Website, you must complete the registration form. You will have to provide all of the mandatory information required during the registration process to enable you to access and use the Website and will be required to create a username and a password and to submit your application
2. Once your request for an account has been submitted, you will receive an email requesting that you validate your email address. Our administrator will then review your user request for identity and security purposes, and will either mark your account as 'active' or 'inactive'. If your account is marked as 'active', is accepted, you will receive a confirmation email. From that time onwards, you will be able to log in to your account and use the Website, change your password whenever you like, as well as being able to make other routine changes to your user account other than your User ID/User Name.
3. You must keep your chosen password safe, secure and confidential. You must also treat as confidential piece of information chosen by you or allocated to you as part of the Website's security procedures. You must not disclose any of them to any third party.

4. If you know or suspect that anyone other than you knows your user password, or you become aware of any other breach of security regarding the Website, you must promptly notify the following individual:

QVS Administration team,  
Trinity College London,  
E: [qvsadmin@trinitycollege.co.uk](mailto:qvsadmin@trinitycollege.co.uk)

5. We have the right to disable any user identification 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 of Use.

## 7. Accessing the Website

---

1. The Website is made available to you free of charge. You are responsible for making all arrangements necessary in order for you to access it.
2. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted but we will endeavour to give you advance notice of any planned or routine maintenance to the Website which will result in it being unavailable. Such planned or routine maintenance (which may result in the Website not being available) will take place either outside the hours of 9.00am to 5.00pm Monday to Friday or on days which are bank holidays in England. You agree that any planned or routine maintenance that does not affect the functionality of the Website or your access to it can take place at any time.
3. Notwithstanding the terms of clauses 5.2 and 7.2 above, we reserve the right to suspend, withdraw, discontinue or change all or any part of the Website without notice in some circumstances, for example, to maintain the integrity of the Website and its contents during a malicious attack.
4. If we become aware that there has been a security issue in relation to the Website we will, as soon as reasonably practicable, post a notice to this effect on the Website and, at that time or shortly afterwards, inform you of our strategy and timetable to counter or rectify that security issue.

## 8. Using the Website

---

1. You may use the Website for lawful purposes only.
2. You may only use the Website for the purpose for which it was intended, that is, for the purpose of verifying that the information an individual has provided to you about the qualification results they were awarded by Trinity matches the actual qualification result(s) recorded in Trinity's records as having been awarded to that individual (the 'Specified Purpose'). You agree that you may not use the Website for anything other than the Specified Purpose.
3. You may not use the Website:

- a. in any way that breaches any applicable local, national or international law or regulation or puts Trinity in breach of any of its statutory obligations anywhere in the world;
  - b. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - c. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
4. You must:
- a. treat all personal data and information provided by Trinity on the Website as confidential;
  - b. exercise proper custody and control of all such personal data and information; and
  - c. use and/or process such personal data and information only for the Specified Purpose.

## 9. Intellectual Property Rights

---

1. We are the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright law, registered and unregistered trademarks, database rights and other intellectual property rights and treaties around the world. All such rights are reserved.
2. The Trinity College London name and logo are registered trademarks of Trinity College London.
3. You must not modify the paper or digital copies of any information you have printed off or downloaded in any way.
4. Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
5. If you print off, copy or download any part of the Website in breach of these Terms of Use, your right to use the Website will cease immediately and, at our request, you must immediately destroy any copies of the materials you have made.

## 10. Reliance on Information

---

1. The content on the Website has been created primarily in furtherance of our charitable objectives and not for any other purposes. We do our best to ensure that all information on the Website is accurate. If you find any inaccurate information on the Website please let us know by sending an email to the [qvsadmin@trinitycollege.co.uk](mailto:qvsadmin@trinitycollege.co.uk) and we will correct it, where we agree, as soon as practicable.

2. For the avoidance of doubt, the content on the Website is not intended to amount to information upon which you can rely without more, except for the Specified Purpose.
3. Although we make reasonable efforts to update the information on the Website and to ensure that the content of the Website is accurate, we make no representations, warranties or guarantees, whether express or implied that the Website or any content on it is always accurate, complete or up-to-date.

## 11. Limitation of Liability

---

1. Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.
2. To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.
3. We will not be liable to you or any other user 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:
  - a. use of, or inability to use, the Website; or
  - b. use of or reliance on any content displayed on the Website where you have not first checked the provenance and accuracy of it with us.
4. You acknowledge that the Website is to be used purely for business use and not in any way for personal use, and agree that we will not be liable for, in particular:
  - a. loss of profits, sales, business, or revenue;
  - b. business interruption;
  - c. loss of anticipated savings;
  - d. loss of business opportunity, goodwill or reputation; or
  - e. any indirect or consequential loss or damage.
5. Subject to clause 11.1 above, our total liability to you, in respect of all other losses suffered by you and arising under or in connection with any breach of these Terms of Use, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £50,000.

## 12. User Code of Conduct

---

1. Whilst we make every effort to ensure that our computer infrastructure is secure and error and virus free, we do not warrant that any material available for downloading from the Website or the Website itself will be free from infection, viruses and/ or other code that has contaminating or destructive properties.
2. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your own particular requirements for the accuracy and security of data input and output. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use

of the Website or to your downloading of any content on it, or on any website linked to it.

3. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful or attack the Website via a denial-of-service attack or a distributed denial-of service attack.
4. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.
5. You must conduct business in an honest way, and without the use of corrupt practices or acts of bribery to obtain an unfair advantage.
6. You warrant that you will at all times adhere to the highest ethical standards. In particular, you warrant and undertake that:
  - (a) you will at all times comply with and adhere to your organisation's anti-bribery and corruption policy (as revised from time to time).
  - (b) You have not made and will not make, offer, promise, or authorise any payments or transfer anything of value, directly or indirectly, to any official or employee of any government or government agent or body in connection with your use of the Website or the use of any information stored on the Website.
  - (c) You have no association undisclosed to us with any official, company, or body involved in or with responsibility with tenders and/or the award of contracts to which Trinity's business or potential business relates;
  - (d) In connection with these Terms of Use and in connection with any other business transactions involving you and Trinity, you will apply effective disclosure controls and procedures to ensure and record your compliance with the provisions contained in this clause 12.6; and
  - (e) At all times, you will comply with all applicable laws in relation to anti-corruption, both domestically and otherwise.
7. You agree that breach of this clause 12.6 would be a material breach incapable of remedy. Therefore, in addition to the termination rights above, Trinity may terminate your agreement with us immediately and without notice if it reasonably considers that you are in breach of any of the terms of this clause 12.6.

## 13. Suspension and Termination

---

1. We will determine, in our discretion, whether there has been a breach of these Terms of Use through your use of the Website and where a breach of these Terms of Use has occurred, we reserve the right to take such action as we deem appropriate.
2. Failure to comply with these Terms of Use may result in our taking all or any of the following actions:
  - a. immediate, temporary or permanent withdrawal of your right to use the Website;
  - b. immediate, temporary or permanent removal of any posting or material uploaded by you to the Website;
  - c. issue of a warning to you;

- d. legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from your failure to comply;
  - e. further legal action against you;
  - f. disclosure of such information to law enforcement authorities as we reasonably consider necessary.
3. We exclude liability for actions taken in response to your failure to comply with these Terms of Use. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

## 14. Third Party Links and Resources on our Website

---

Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only and should not be interpreted as endorsement by us of those linked websites or resources. We have no control over the contents of those websites or resources, assume no responsibility for the content of them and will not be liable for any loss or damage that may arise from your use of them.

## 15. General

---

1. We will not be liable to you for any failure of ours to perform any obligation owed to you due to reasons beyond our reasonable control, for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure.
2. Save as otherwise expressly stated, these Terms of Use and the Privacy Policy contain the entire agreement between us and you relating to your use of the Website and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us and you. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms of Use.
3. In the event that any provision of these Terms of Use is held to be illegal, invalid or unenforceable, such provision will be severed and the remainder of these Terms of Use shall continue in full force and effect.
4. If you breach these Terms of Use and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms of Use.
5. We reserve the right to assign or sub-contract any or all of our rights and obligations under these Terms of Use. These Terms of Use are personal to you and entered into by you for your own benefit and not for the benefit of any third party.
6. These Terms of Use are governed by and are to be construed in accordance with English law. This means that any dispute or claim arising out of or in connection with them will be governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.