WEBSITE – Terms of Use

Please read these Terms of Use (Terms) carefully. By accessing this site, you agree to these Terms. If you do not agree to the Terms, do not access this or related websites.

This website including all webpages located at the domain name www.kent.edu.au (Website) or other domains, sub-domains or webpages currently in use by Kent Institute Australia Pty Ltd (Kent), are covered by these Website Terms of Use.

Kent websites are available for you to access and provide information in the course of your dealings with Kent. By continuing to access the Kent Websites and continuing to provide information you are agreeing to the Terms.

The material on the Websites is copyright of Kent. All rights reserved.

1.0 Generally

a) Except for the limited use set out in clause 1 (b) you may not use the Websites, or the material contained on them, for any purpose, including:
   i. The reproduction of the material in any material form;
   ii. The distribution of the material in any material form;
   iii. Re-transmission of the material by any medium of communication;
   iv. Uploading or reposting the material to any other site on the worldwide web;
   v. “Framing” the material on the Website with other material on any other website; The above are unlawful in any jurisdiction and are specifically prohibited by these Terms.

b) Notwithstanding the above restrictions on use of the material on the Websites, you may download material from the Websites for your personal non-commercial use provided you do not remove any copyright and trade mark notices contained on the material.

c) You may access the Websites only via manually conducted, discrete, individual search and retrieval activities.

d) Access to and use of the Websites via mechanical, programmatic, robotic, scripted or any other automated means is strictly prohibited.

e) You may not use any automated system or software to extract, crawl, cache or index data or content from the Websites.

f) You may not modify or copy:
   i. The layout of the Websites; or
   ii. Any computer software and code contained in the Websites.

g) Kent reserves all intellectual property rights, including, but not limited to, copyright in material and/or services provided by it. The material provided on the Websites is provided for personal use only and may not be:
   i. Re-sold or re-distributed in any material form;
   ii. Stored in any storage media; or
   iii. Re-transmitted in any media, without the prior written consent of Kent.
2.0 Links to Other Websites

a) The Websites contain links to sites on the worldwide web owned and operated by third parties and which are not under the control of Kent.

b) In relation to the other sites on the worldwide web, which are linked to the Websites, Kent:
   i. Provides the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by Kent of the linked site; and
   ii. Is not responsible for the material contained on those linked sites.

3.0 Uploading Information

You represent and warrant in relation to any material or information you provide to the Websites, or any linked websites, that:

a) You are authorised to provide the material or information;

b) The material or information is not defamatory or a malicious falsehood in relation to any product, service, person or corporation;

c) The material or information does not infringe any intellectual property right including, but not limited to, trademarks, service marks or business names (whether registered or unregistered), confidential information and copyright; and

d) The material or information does not infringe any legislation or regulations of the Commonwealth of Australia and the State of New South Wales including, but not limited to, the *Competition and Consumer Act 2010* and any other parliament competent to legislate in relation to the Website or any law in any country where the material or information is or will be available electronically to users of this Website.

4.0 Licence to Use Intellectual Property

By uploading any material which is intellectual property including, but not limited to, copyrighted works, trademarks and service marks (*Intellectual Property*) on to the Websites or any linked websites, you are granting Kent a perpetual, non-exclusive and payment-free licence throughout the world to:

a) Reproduce, use and exploit the Intellectual Property, as part of the Websites, to the full extent permitted by Intellectual Property law in any jurisdiction in which the Websites are available to users; and

b) Allow Kent to sub-licence others the same rights granted to Kent in (a) above.

5.0 Removal of Information

In relation to any material or information included on the Websites, or any linked websites, Kent may remove any material or information, including but not limited to links to other sites on the worldwide web and content supplied by you, at any time without giving any explanation or justification for removing the material or information.

6.0 Limit of Liability in Respect of Removal of Information

Kent and its respective officers, employees and agents have no liability for any costs, losses or damages of any kind, which you may incur, arising whether directly or indirectly. This applies:

a) In relation to or in connection with any material or information supplied in respect of advertising on the Websites; and

b) As a consequence of removing any material or information from the Websites.
7.0 Indemnity

You will at all times indemnify and keep indemnified Kent and its respective officers, employees and agents (Those Indemnified) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Those Indemnified arising from any claim, demand, suit, action or proceeding by any person against any of Those Indemnified where such loss or liability arose out of, in connection with or in respect of:

a) Any breach of these Terms by you; and
b) Publication of or distribution of the material or information supplied by you.

8.0 Suspension of Access

Kent may from time to time without notice suspend the Websites or disconnect or deny you access to the Websites during any technical failure, modification or maintenance involved in the Websites. Kent will use its reasonable endeavours to procure the resumption of the Websites as soon as reasonably practicable.

9.0 Termination of Access

Kent may terminate access to the Websites at any time without giving any explanation or justification for the termination of access, and Kent has no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Websites.

10.0 Alteration of Terms of Access

a) Kent may vary these terms at any time by general notice on the homepage of the Websites.

b) These terms constitute the Terms in its entirety and supersede prior terms of use.

11.0 Disclaimer

a) Kent is making the Websites, and any of the linked websites, available for others to view or publish information without assuming a duty of care to users. Kent is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Websites or linked sites on the worldwide web.

b) To the full extent permitted by law Kent disclaims any and all warranties, express or implied, regarding:
   i. The accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Websites or of any linked sites; and
   ii. Merchantability or fitness for any particular purpose for any service or product contained or referred to on the Websites or on any linked sites.

c) Kent will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
   i. Acting, or failing to act, on any information contained on or referred to on the Websites or any of the linked sites; and
   ii. Using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Websites or any linked sites.
d) Kent does not warrant guarantee or make any representation that:
   i. The Websites, or the server that makes the site available on the worldwide web are free of software viruses;
   ii. The functions contained in any software contained on the Websites will operate uninterrupted or are error-free; and
   iii. Errors and defects in the Websites will be corrected.

e) Kent is not liable to you for:
   i. Errors or omissions in the Websites, or linked sites on the worldwide web;
   ii. Delays to, interruptions of or cessation of the services provided in the Websites, or linked sites; and
   iii. Defamatory, offensive or illegal conduct of any user of the Websites or any linked sites, whether caused through negligence of Kent, its employees or independent contractors, or through any other cause.

f) You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Websites.

12.0 Limitation of Liability

a) Clause 3 (Disclaimer) may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. Kent's liability for any implied warranty or condition is limited, subject to any obligations under the Competition and Consumer Act 2010.

b) Kent or people authorised by it may gather and process the information:
   i. Which you may provide when accessing the Websites, such as your name, address, e-mail address and other personal information about you; and
   ii. Regarding the way in which you use the Websites including, without limitation, information acquired through the use of "cookies" programmed during the accessing of the Websites.

c) Kent may authorise others to offer you goods and services using the information acquired through para (b) in accordance with the Kent Privacy Policy.

13.0 Privacy

You agree to the terms of the Kent Privacy Policy as it may be updated from time to time as available HERE. You also agree that Kent may monitor, edit or disclose your personal information if required to do so in order to comply with any valid legal process or governmental request (such as a search warrant, subpoena, statute, or court order), or as otherwise provided in the Kent Privacy Policy.

14.0 Relevant Jurisdiction

a) If any part of these Terms are found to be void, unlawful, or unenforceable then that part will be deemed to be severable from the balance of these Terms and the severed part will not affect the validity and enforceability of any remaining provisions.

b) These Terms will be governed by and interpreted in accordance with the law of New South Wales, without giving effect to any principles of conflicts of laws.

c) You agree to the jurisdiction of the courts of New South Wales to determine any dispute arising out of these Terms.
Document Title: Website – Terms of Use

Date Compiled: 16th June, 2015

By: Swaab Attorneys

Due Date for Review: July, 2021

Website Access Permission: Public

Date Updated:
28th April, 2017 – no amendments required
27th June, 2018 – No version control change
7th June, 2019 - No version control change
15th May, 2020 – no version control change

Reviewed by:
Executive Manager IT & Facilities
Executive Manager IT & Facilities
Executive Manager IT & Facilities
Executive Manager IT & Facilities

Version Control Update (Current):
Version 1 – 16th June, 2015

Approved By: Governing Board
Meeting Date: Written Resolution of Directors dated 10th July, 2015
Managing Director 28th April, 2017
CEO: 28th June, 2018
CEO – 7th June, 2019
CEO – 15th May, 2020

AMENDMENTS:
28/04/2017 – 12 month review – no amendment.
27/06/2018 – 12 month review - Expanded text to include other domains, sub-domains or webpages currently in use by Kent, rather than limiting to the one primary website.
07/06/2019 – 12 month review – no amendment.
15/05/2020 – 12 month review – no amendment.