

1. Acceptance of our Terms

This website is owned and operated by The Manufacturing Technology Centre Limited, a company limited by guarantee under company number 06815480 whose registered office is at the Pilot Way Ansty Business Park, Ansty, Coventry, Warwickshire, England, CV7 9JU ("MTC") to include MTC Operations Limited, The MTC – Advance Manufacturing Training Centre Limited and the Business Launch Centre Ltd. References to MTC throughout this website are to members of the Manufacturing Technology Centre Group of Companies and all associated spin outs and subsidiaries.

By visiting the website www.the-mtc.org (our website), viewing, accessing or otherwise using any of the services or information created, collected, compiled or submitted to our website you provide full acceptance of these Website Terms of Use, our Privacy Policy and our Cookies Policy in full (known collectively as 'our Terms'). Our Terms create a legally binding agreement between you and the MTC and your continued use of our website indicate your conclusive acceptance of our Terms. If you do not agree to be bound and comply with all of our Terms, you may not access or use our website. Your only option is to discontinue use of the website. We suggest that you print a copy of our Terms for your records.

These Terms are issued by the MTC. In this website this entity is referred to individually and collectively as 'the MTC', and the words 'we', 'us' and 'our' mean or refer to the MTC.

2. Use of our website

You may only use our website for lawful purposes.

You may not use our site:

- i. In any way that breaches any applicable local, national or international law or regulation;
- ii. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- iii. For the purpose of harming or attempting to harm minors or other users in any way;
- iv. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- v. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

Further you shall not:

(a) upload, post or otherwise transmit through or to this website any content that:

- i. is unlawful, abusive, threatening, harmful, obscene, lewd, offensive, defamatory or otherwise objectionable;
- ii. might infringe the intellectual property rights, privacy rights, rights of publicity, or other proprietary rights of others;
- iii. contains any viruses, trojan horses, time bombs, or any other harmful programs or elements;

(b) disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to gain unauthorized access to any portion of our site, its computer systems, servers or networks;

(c) provide false information about yourself to us, impersonate any other person, or otherwise attempt to mislead others about your identity or the origin of any content, message or other communication;

(d) try to collect information about other visitors to our website without their consent or otherwise systematically extract data or data fields, including without limitation any financial data or e-mail addresses;

(e) sell access to or the use of this website, including any content contained on, downloaded or accessed from this site or redistribute any content, including data, provided by us in any manner whatsoever including by means of printed publication, fax broadcast, web pages, e-mail, web newsgroups or forums, or any other electronic or paper-based service or method.

3. Proprietary Rights

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4. Use of material

You may print off or download content on this site as permitted under the fair dealing provisions of the Copyright Designs and Patents Act 1988 (as amended) (sections 28 to 30) for the purposes of viewing it on your computer, research for non-commercial purposes, private study, criticism, review and news reporting, provided that you do not alter it in any way and acknowledge the MTC as the source of the content and the copyright owner. In addition you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material. Our content may not be copied, sold, reproduced or distributed for commercial gain without our explicit written permission.

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

5. Linking to this site

Linking to this site is allowed provided you have informed the MTC in advance of Linking and any Link to this site is to the home page or landing page. Deep linking is not allowed. The MTC reserves the right to deny or withdraw permission to Link where it, in its sole opinion, considers the link is detrimental to the MTC, its business or its partners.

6. Permissions

If you intend to Link to this site or would like to obtain permission to make use of material from this website, please contact commercialteam@the-mtc.org.

7. Rights to information published

By submitting content to our website (including any text, photographs, graphics, video or audio) you simultaneously grant the MTC an irrevocable, perpetual, worldwide, royalty free licence to use the material in any way we want (including publishing, modifying, distributing and deleting it). In order that we can use your contribution, you confirm that your contribution is your own original work, is not defamatory and does not infringe any UK laws and that you have the right to give us permission to use it for the purposes specified above.

8. Disclaimer of Warranties

The information contained in this website is for general information purposes 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 this site. The information is provided by the MTC and while we endeavour to keep the information up to date and correct we make no express or implied warranties, representations or undertakings whatsoever in relation to any of the content of this website (including the accuracy, quality or fitness for any purpose of the content). You understand and agree that your use of our website is entirely at your own risk and that it is provided on an "as is" and "as available" basis.

9. Our responsibility for loss or damage suffered by you

Except for death or personal injury caused by our negligence, fraud and/or fraudulent misrepresentation the MTC, its officers, employees, contractors or content providers shall in no event be liable for any loss or damage even if it is foreseeable including without limitation, indirect or consequential loss or damage, injury to reputation, loss of information or any loss or damage whatsoever arising from loss of data, loss of profits, business interruption, loss of business opportunity goodwill or reputation arising out of, or in

10. Limiting liability for viruses, damage and availability

Every effort is made to keep the website up and running smoothly. However, the MTC does not warrant that functions available on this website will be uninterrupted or error free, that defects will be corrected, or that the server that makes it available is free of viruses or bugs. The MTC takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

We strive to ensure this site is free from viruses. However, we cannot always guarantee this. You are responsible for installing adequate and up-to-date virus-checking software on your computer.

We take no responsibility or liability for any viruses or any other computer code, files or programs which interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware, or telecommunications equipment or other material which may be transmitted with or as part of the site.

11. Cyber Crime

You will not misuse our website in any way including in any illegal or criminal way; in any way which would give rise to civil liability; or in any way which would be technically harmful to our website. In particular you must not misuse our site by introducing (whether knowingly or not) any material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site 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 IP address to them. In the event of such a breach, your right to use this site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this site or to your downloading of any material posted on it, or on any website linked to it. You agree not to use this website, its facilities or any information contained on it for, or to facilitate the distribution of unsolicited emails to any person.

12. External links

Links to third party websites are provided solely for your convenience and we have no control over the contents of those sites or resources. Accordingly, we accept no responsibility for any loss or damage that may arise from your use of such third party sites.

If you follow a link to any of these websites, please note that they have their own terms and privacy policies. Please check these policies before you submit any personal or sensitive data to these websites.

13. Rights of Third Parties

A person who is not a party to the agreement formed by our Terms will have no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of it but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

14. Legal jurisdiction and Severability

The laws of England shall govern your use of the site and you hereby agree to submit to the exclusive jurisdiction of the English courts to resolve any legal matter arising from this agreement or related to your use of www.the-mtc.org.

If any wording in any provision of these terms of use is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of our Terms shall continue in full force and effect.

15. Your Statutory Rights

If you are a consumer, nothing in our Terms shall be deemed to restrict or affect any of your statutory rights under English Law to the extent that they are applicable to your use of this website and to these Terms.

16. How we use your personal information

Our Privacy Policy sets out how the MTC collects and uses personal information.

17. Changes to our Terms

The MTC reserves the right to modify, add or remove any term of our Terms from time to time at our sole discretion, without any notice or liability to you. Changes to our Terms become effective on the date they are posted and your continued use of www.the-mtc.org after any changed to Terms will signify your agreement to be bound by them.

Our Terms were last modified on 18 April 2019