
TERMS AND CONDITIONS

BACKGROUND:

This website www.skillbranch.co.uk (“Our Site”) uses Cookies and similar technologies in order to distinguish you from other users. By using Cookies, We are able to provide you with a better experience and to improve Our Site by better understanding how you use it. Please read this Cookie Policy carefully and ensure that you understand it. Your acceptance of Our Cookie Policy is deemed to occur if you continue using Our Site or when you press the “Got It” button on Our Cookie pop-up at the bottom of the page upon first access. If you do not agree to Our Cookie Policy, please stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In this Cookie Policy, unless the context otherwise requires, the following expressions have the following meanings:

“ Cookie ”	means a small file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site;
“ Cookie Law ”	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003 and of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”);
“ personal data ”	means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data, as defined by the Data Protection Act 1998 and
“ We/Us/Our ”	means SkillBranch Ltd., a limited company registered in England under company number 10963264, whose registered address is Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB.

2. Information About Us

- 2.1 Our Site is owned and operated by SkillBranch Ltd., a limited company registered in England under company number 10963264, whose registered address and main trading address is Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB.
- 2.2 Our Data Protection Officer is Matthew Walker, and can be contacted by email at matt.walker@skillbranch.co.uk, by telephone on 07767376015, or by post at Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB
- 2.3 We are a member of the Greater Birmingham Chambers of Commerce.
- 2.4 SkillBranch is a platform built to encourage and facilitate interactions between employers and University students, with the ultimate aim of smoothing the

process between leaving education and beginning a career. The platform is accessible to all, as only upon a face-to-face interview will an employer be able to find out the identity of their candidates. Projects are simulated versions of real tasks completed by graduates, with a focus on moulding skills and developing experience. Attempted projects are recognised by a small level of feedback which can be used in applications and interviews.

3. **How Does Our Site Use Cookies?**

3.1 Our Site may place and access certain first party Cookies on your computer or device. First party Cookies are those placed directly by Us and are used only by Us. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve Our products and services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

3.2 By using Our Site, you may also receive certain third party Cookies on your computer or device. Third party Cookies are those placed by websites, services, and/or parties other than Us. Third party Cookies are used on Our Site for tracking your cookie preferences. For more details, please refer to section 4 below.

3.3 All Cookies used by and on Our Site are used in accordance with current Cookie Law. We may use some or all of the following types of Cookie:

3.3.1 Strictly Necessary Cookies

A Cookie falls into this category if it is essential to the operation of Our Site, supporting functions such as logging in, your shopping basket, and payment transactions.

3.3.2 Analytics Cookies

It is important for Us to understand how you use Our Site, for example, how efficiently you are able to navigate around it, and what features you use. Analytics Cookies enable us to gather this information, helping Us to improve Our Site and your experience of it.

3.3.3 Functionality Cookies

Functionality Cookies enable Us to provide additional functions to you on Our Site such as personalisation and remembering your saved preferences. Some functionality Cookies may also be strictly necessary Cookies, but not all necessarily fall into that category.

3.3.4 Targeting Cookies

It is important for Us to know when and how often you visit Our Site, and which parts of it you have used (including which pages you have visited and which links you have visited). As with analytics Cookies, this information helps us to better understand you and, in turn, to make Our Site more relevant to your interests. Some information gathered by targeting Cookies may also be shared with third parties.

3.3.5 Third Party Cookies

Third party Cookies are not placed by Us; instead, they are placed by third

parties that provide services to Us and/or to you. Third party Cookies may be used by third parties providing analytics services to Us (these Cookies will work in the same way as analytics Cookies described above).

3.3.6 Persistent Cookies

Any of the above types of Cookie may be a persistent Cookie. Persistent Cookies are those which remain on your computer or device for a predetermined period and are activated each time you visit Our Site.

3.3.7 Session Cookies

Any of the above types of Cookie may be a session Cookie. Session Cookies are temporary and only remain on your computer or device from the point at which you visit Our Site until you close your browser. Session Cookies are deleted when you close your browser.

- 3.4 Cookies on Our Site are not permanent and will expire 30 days **OR** as indicated in the table below.
- 3.5 For more details of the personal data that We collect and use, the measures we have in place to protect personal data, your legal rights, and our legal obligations, please refer to our Privacy Policy <<insert link>>.
- 3.6 For more specific details of the Cookies that We use, please refer to the table below.

4. What Cookies Does Our Site Use?

4.1 The following first party Cookies may be placed on your computer or device:

Name of Cookie	Purpose & Type	Strictly Necessary
PHPSESSID	Keep track of your session on the site, allowing you to stay logged in across multiple pages	yes
sessioncookie	Extends the session lifetime from 45 minutes to 30 days so you don't need to log in again every 45 minutes	yes

4.2 The following third party Cookies may be placed on your computer or device:

Name of Cookie	Purpose & Type	Provider	Strictly Necessary
cookieconsent_status	Keeps track that you have confirmed the use of cookies on our website	https://cookieconsent.insites.com/	yes

4.3 Our Site uses analytics services provided by Google Analytics. Website analytics refers to a set of tools used to collect and analyse anonymous usage information, enabling Us to better understand how Our Site is used. This, in turn, enables Us to improve Our Site and the products and services offered through it. You do not have to allow Us to use these Cookies, however whilst Our use of them does not pose any risk to your privacy or your safe use of Our Site, it does enable Us to continually improve Our Site, making it a better and



more useful experience for you.

4.4 The analytics service(s) used by Our Site use(s) analytics Cookies to gather the required information.

4.5 The analytics service(s) used by Our Site use(s) the following analytics Cookies:

Name of Cookie	Purpose & Type	Provider	Strictly Necessary
N/A	N/A	N/A	N/A

5. Consent and Control

5.1 Before Cookies are placed on your computer or device, you will be shown a pop-up requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling Us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies unless those Cookies are strictly necessary; however certain features of Our Site may not function fully or as intended. As there are only strictly necessary cookies currently in use there are no options to change the cookie options at this time.

5.2 In addition to the controls that We provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third party Cookies. By default, most internet browsers accept Cookies but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your device.

5.3 The links below provide instructions on how to control Cookies in all mainstream browsers:

5.3.1 Google Chrome:

<https://support.google.com/chrome/answer/95647?hl=en-GB>

5.3.2 Microsoft Internet Explorer:

<https://support.microsoft.com/en-us/kb/278835>

5.3.3 Microsoft Edge:

<https://support.microsoft.com/en-gb/products/microsoft-edge> (Please note that there are no specific instructions at this time, but Microsoft support will be able to assist)

5.3.4 Safari (macOS):

https://support.apple.com/kb/PH21411?viewlocale=en_GB&locale=en_GB

5.3.5 Safari (iOS): <https://support.apple.com/en-gb/HT201265>

5.3.6 Mozilla Firefox:

<https://support.mozilla.org/en-US/kb/enable-and-disable-Cookies-website-preferences>

5.3.7 Android:

<https://support.google.com/chrome/answer/95647?co=GENIE.Platform>



[%3DAndroid&hl=en](#) (Please refer to your device's documentation for manufacturers' own browsers)

6. Changes to this Cookie Policy

- 6.1 We may alter this Cookie Policy at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you on your first use of Our Site after the changes have been made. You are therefore advised to check this page from time to time.
- 6.2 In the event of any conflict between the current version of this Cookie Policy and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

7. Further Information

- 7.1 If you would like to know more about how We use Cookies, please contact Us at support@skillbranch.co.uk, by telephone on 07767376015, or by post at Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB.
- 7.2 For more information about privacy, data protection and our terms and conditions, please visit the following:
 - 7.2.1 <<Insert link to Privacy Policy>>;
 - 7.2.2 <<Insert link to Terms and Conditions>>.



TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions, together with any and all other documents referred to herein, set out the terms of use under which you may use this website, www.skillbranch.co.uk ("Our Site"). Please read these Terms and Conditions carefully and ensure that you understand them. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of Our Site. If you do not agree to comply with and be bound by these Terms and Conditions, you must stop using Our Site immediately.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Content"	means any and all text, images, audio, video, scripts, code, software, databases and any other form of information capable of being stored on a computer that appears on, or forms part of, Our Site; and
"We/Us/Our"	means SkillBranch Ltd., a company registered in England under Companies House number 10963264, whose registered address is Faraday Wharf - Innovation Campus Birmingham. Holt Street, Birmingham, B7 4BB.

2. Information About Us

2.1 Our Site, www.skillbranch.co.uk, is owned and operated by SkillBranch Ltd., a limited company registered in England under Companies House Number 10963264, whose registered address is Faraday Wharf - Innovation Campus Birmingham. Holt Street, Birmingham, B7 4BB and whose main trading address is Faraday Wharf - Innovation Campus Birmingham. Holt Street, Birmingham, B7 4BB

2.2 We are a member of the Greater Birmingham Chamber of Commerce.

2.3 SkillBranch is a platform built to encourage and facilitate interactions between employers and University students, with the ultimate aim of smoothing the process between leaving education and beginning a career. The platform is accessible to all, as only upon a face-to-face interview will an employer be able to find out the identity of their candidates. Projects are simulated versions of real tasks completed by graduates, with a focus on moulding skills and developing experience. Attempted projects are recognised by a small level of



feedback which can be used in applications and interviews.

3.

4. Access to Our Site

4.1 Access to Our Site is free of charge.

4.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.

4.3 Access to Our Site is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

5.

6. Intellectual Property Rights

6.1 All Content included on Our Site and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.

6.2 Subject to sub-Clauses 4.3 and 4.6 you may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from Our Site unless given express written permission to do so by Us.

6.3 You may:

6.3.1 Access, view and use Our Site in a web browser (including any web browsing capability built into other types of software or app);

6.3.2 Download Our Site (or any part of it) for caching;

6.3.3 Print pages from Our Site;

6.3.4 Download extracts from pages on Our Site; and

6.3.5 Save pages from Our Site for later and/or offline viewing.

6.4 Our status as the owner and author of the Content on Our Site (or that of identified licensors, as appropriate) must always be acknowledged.

6.5 You may not use any Content saved or downloaded from Our Site for commercial purposes without first obtaining a licence from Us (or our licensors, as appropriate) to do so. This does not prohibit the normal access, viewing and use of Our Site for general information purposes whether by business users or consumers.

6.6 Nothing in these Terms and Conditions limits or excludes the provisions of Chapter III of the Copyrights, Designs and Patents Act 1988 ‘Acts Permitted in Relation to Copyright Works’, covering in particular the making of temporary copies; research and private study; the making of copies for text and data analysis for non-commercial research; criticism, review, quotation and news



reporting; caricature, parody or pastiche; and the incidental inclusion of copyright material.

7.

8. Links to Our Site

8.1 You may link to Our Site provided that:

8.1.1 You do so in a fair and legal manner;

8.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on Our part where none exists;

8.1.3 You do not use any logos or trade marks displayed on Our Site without Our express written permission; and

8.1.4 You do not do so in a way that is calculated to damage Our reputation or to take unfair advantage of it.

8.2 You may link to any page of Our Site.

8.3 Framing or embedding of Our Site on other websites is not permitted without Our express written permission. Please contact Us at hello@skillbranch.co.uk for further information.

8.4 You may not link to Our Site from any other site the main content of which contains material that:

8.4.1 is sexually explicit;

8.4.2 is obscene, deliberately offensive, hateful or otherwise inflammatory;

8.4.3 promotes violence;

8.4.4 promotes or assists in any form of unlawful activity;

8.4.5 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;

8.4.6 is intended or is otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;

8.4.7 is calculated or is otherwise likely to deceive another person;

8.4.8 is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy;

8.4.9 misleadingly impersonates any person or otherwise misrepresents the identity or affiliation of a particular person in a way that is calculated to deceive (obvious parodies are not included in this definition provided that they do not fall within any of the other provisions of this sub-Clause 5.4);

8.4.10 implies any form of affiliation with Us where none exists;



8.4.11 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, trademarks and database rights) of any other party; or

8.4.12 is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

9.

9.1 The content restrictions in sub-Clause 5.4 do not apply to content submitted to sites by other users provided that the primary purpose of the site accords with the provisions of sub-Clause 5.4. You are not, for example, prohibited from posting links on general-purpose social networking sites merely because another user may post such content. You are, however, prohibited from posting links on websites which focus on or encourage the submission of such content from users.

10.

11. Links to Other Sites

Links to other sites may be included on Our Site. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third party sites. The inclusion of a link to another site on Our Site is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

12. Disclaimers

12.1 Nothing on Our Site constitutes advice on which you should rely. It is provided for general information purposes only.

12.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that Our Site will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.

12.3 We make reasonable efforts to ensure that the Content on Our Site is complete, accurate, and up-to-date. We do not, however, make any representations, warranties or guarantees (whether express or implied) that the Content is complete, accurate, or up-to-date.

12.4 We may, at times, request to access your account in order to help troubleshoot a particular problem. In this instance we will contact you via your given email, please note that we will never ask for your login credentials.

13.

14. Our Liability

14.1 To the fullest extent permissible by law, We accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of



or in connection with the use of (or inability to use) Our Site or the use of or reliance upon any Content included on Our Site.

- 14.2 To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied) that may apply to Our Site or any Content included on Our Site.
- 14.3 If you are a business user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

15.

16.

- 16.1 We exercise all reasonable skill and care to ensure that Our Site is free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of Our Site (including the downloading of any Content from it) or any other site referred to on Our Site.
- 16.2 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of Our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 16.3 Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

17.

18. Viruses, Malware and Security

- 18.1 We exercise all reasonable skill and care to ensure that Our Site is secure and free from viruses and other malware.
- 18.2 You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 18.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Site.
- 18.4 You must not attempt to gain unauthorised access to any part of Our Site, the server on which Our Site is stored, or any other server, computer, or database connected to Our Site.
- 18.5 You must not attack Our Site by means of a denial of service attack, a



distributed denial of service attack, or by any other means.

- 18.6 By breaching the provisions of sub-Clauses 9.3 to 9.5 you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Site will cease immediately in the event of such a breach.

19.

20.

21.

22. Acceptable Usage Policy

22.1 You may only use Our Site in a manner that is lawful. Specifically:

22.1.1 you must ensure that you comply fully with any and all local, national or international laws and/or regulations;

22.1.2 you must not use Our Site in any way, or for any purpose, that is unlawful or fraudulent;

22.1.3 you must not use Our Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and

22.1.4 you must not use Our Site in any way, or for any purpose, that is intended to harm any person or persons in any way.

22.2 We reserve the right to suspend or terminate your access to Our Site if you materially breach the provisions of this Clause 10 or any of the other provisions of these Terms and Conditions. Specifically, We may take one or more of the following actions:

22.2.1 suspend, whether temporarily or permanently, your right to access Our Site;

22.2.2 issue you with a written warning;

22.2.3 take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

22.2.4 take further legal action against you as appropriate;

22.2.5 disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or

22.2.6 any other actions which We deem reasonably appropriate (and lawful).

22.3 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Conditions.



23.

24. Privacy and Cookies

Use of Our Site is also governed by Our Cookie and Privacy Policies, available from <<insert link to Cookie Policy>> and <<insert link to Privacy Policy>>. These policies are incorporated into these Terms and Conditions by this reference.

25. Changes to these Terms and Conditions

25.1 We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. Any such changes will become binding on you upon your first use of Our Site after the changes have been implemented. You are therefore advised to check this page from time to time.

26.

26.1 In the event of any conflict between the current version of these Terms and Conditions and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

27.

28. Contacting Us

To contact Us, please email Us at hello@skillbranch.co.uk.

29. Communications from Us

29.1 If We have your contact details, We may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to; service changes and changes to these Terms and Conditions.

29.2 We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by Us include an unsubscribe link. If you opt out of receiving emails from Us at any time, it may take up to 14 business days for Us to comply with your request. During that time, you may continue to receive emails from Us.

29.3 For questions or complaints about communications from Us (including, but not limited to marketing emails), please contact us at hello@skillbranch.co.uk

30. Data Protection

30.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

30.2 For complete details of Our collection, processing, storage, and retention of



personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy <<insert link to Privacy Policy>> [and Cookie Policy <<insert link to Cookie Policy>>].

31. Law and Jurisdiction

- 31.1 These Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales
- 31.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 31.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 31.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales



BACKGROUND:

SkillBranch Ltd. understands that your privacy is important to you and that you care about how your personal data is used. We respect and value the privacy of everyone who visits this website, www.skillbranch.co.uk (“Our Site”) and will only collect and use personal data in ways that are described here, and in a way that is consistent with our obligations and your rights under the law.

Please read this Privacy Policy carefully and ensure that you understand it. You will be required to read and accept this Privacy Policy when signing up for an Account. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

1. Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

“Account”	means an account required to access and/or use certain areas and features of Our Site;
“Cookie”	means a small text file placed on your computer or device by Our Site when you visit certain parts of Our Site and/or when you use certain features of Our Site. Details of the Cookies used by Our Site are set out in Part 14, below; and
“Cookie Law”	means the relevant parts of the Privacy and Electronic Communications (EC Directive) Regulations 2003;

2. Information About Us

- 2.1 Our Site is owned and operated by SkillBranch Ltd., a limited company registered in England under company number 10963264, whose registered address is Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB and whose main trading address is.
- 2.2 Our Data Protection Officer is Matthew Walker, and can be contacted by email at matt.walker@skillbranch.co.uk, by telephone on 07767376015, or by post at Innovation Campus Birmingham – Faraday Wharf, Holt Street, B7 4BB
- 2.3 We are a member of the Greater Birmingham Chambers of Commerce.
- 2.4 SkillBranch is a platform built to encourage and facilitate interactions between employers and University students, with the ultimate aim of smoothing the process between leaving education and beginning a career. The platform is accessible to all, as only upon a face-to-face interview will an employer be able to find out the identity of their candidates. Projects are simulated versions of real tasks completed by graduates, with a focus on moulding skills and developing experience. Attempted projects are recognised by a small level of feedback which can be used in applications and interviews.



3. **What Does This Policy Cover?** SkillBranch

This Privacy Policy applies only to your use of Our Site. Our Site may contain links to other websites. Please note that we have no control over how your data is collected, stored, or used by other websites and we advise you to check the privacy policies of any such websites before providing any data to them.

4. **What Is Personal Data?**

Personal data is defined by the General Data Protection Regulation (EU Regulation 2016/679) (the “GDPR”) and the Data Protection Act 2018 (collectively, “the Data Protection Legislation”) as ‘any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an identifier’.

Personal data is, in simpler terms, any information about you that enables you to be identified. Personal data covers obvious information such as your name and contact details, but it also covers less obvious information such as identification numbers, electronic location data, and other online identifiers.

5. **What Are My Rights?**

Under the Data Protection Legislation, you have the following rights, which we will always work to uphold:

- a) The right to be informed about our collection and use of your personal data. This Privacy Policy should tell you everything you need to know, but you can always contact us to find out more or to ask any questions using the details in Part 15.
- b) The right to access the personal data we hold about you. Part 13 will tell you how to do this.
- c) The right to have your personal data rectified if any of your personal data held by us is inaccurate or incomplete. Please contact us using the details in Part 15 to find out more.
- d) The right to be forgotten, i.e. the right to ask us to delete or otherwise dispose of any of your personal data that we hold. Please contact us using the details in Part 15 to find out more.
- e) The right to restrict (i.e. prevent) the processing of your personal data.
- f) The right to object to us using your personal data for a particular purpose or purposes.
- g) The right to withdraw consent. This means that, if we are relying on your consent as the legal basis for using your personal data, you are free to withdraw that consent at any time.
- h) The right to data portability. This means that, if you have provided personal data to us directly, we are using it with your consent or for the performance of a contract, and that data is processed using automated means, you can ask us for a copy of that personal data to re-use with another service or business in many cases.



- i) Rights relating to automated decision-making and profiling.

For more information about our use of your personal data or exercising your rights as outlined above, please contact us using the details provided in Part 15.

It is important that your personal data is kept accurate and up-to-date. If any of the personal data we hold about you changes, please keep us informed as long as we have that data.

Further information about your rights can also be obtained from the Information Commissioner’s Office or your local Citizens Advice Bureau.

If you have any cause for complaint about our use of your personal data, you have the right to lodge a complaint with the Information Commissioner’s Office. We would welcome the opportunity to resolve your concerns ourselves, however, so please contact us first, using the details in Part 15.

6. What Data Do You Collect and How?

Depending upon your use of Our Site, we may collect and hold some or all of the personal and non-personal data set out in the table below, using the methods also set out in the table. Please also see Part 14 for more information about our use of Cookies and similar technologies and our Cookie Policy <<insert link>>. We do not collect any personal data relating to children and data relating to criminal convictions and/or offences.


Data Collected	How We Collect the Data
Identity Information including name,	Profile creation form.
Contact information including email address.	Profile creation form.
Business information including business name.	Profile creation form.
Payment information including bank account numbers and sort codes for Business clients]	Via Invoice.
Profile information including career interests and University/course of study.	Profile creation form and via updating
Technical information including IP address, browser type and version.	Via cookies

7. How Do You Use My Personal Data?

Under the Data Protection Legislation, we must always have a lawful basis for using personal data. The following table describes how we will use your personal data, and our lawful bases for doing so:

What We Do	What Data We Use	Our Lawful Basis
Registering you on Our Site	Identity, Contact and Profile.	In order to create a profile



	 SkillBranch	and access our service, we require several pieces of information to prepare a profile.
Providing and managing your Account.	Email and password.	In order to allow you to access and update your profile.
Providing and managing your access to Our Site.	Profile	Allows us to set your level of access to the site.
Personalising and tailoring your experience on Our Site.	Profile	We use profile information to allow users to select industries and access relevant content.
Administering Our Site.	Personal and Profile	In cases of deleting unused profiles, providing troubleshooting support and bug fixing.
Administering our business.	Personal, Contact and Profile	In order to provide users with relevant content and offers.
Supplying our services to you.	Personal and Contact	In order to provide account support, password resets and support
Managing payments for our services.	Financial, Contact and Business.	For bookkeeping purposes and the processing of invoices.
Personalising and tailoring our services for you.	Identity and profile	Allows user to tailor their preferred content.
Communicating with you.	Identity and contact	Allows us to personally respond and communicate with users when making key updates.
Supplying you with information by email that you have opted-in-to (you may opt-out at any time by selecting the option at the bottom of all emails.)	Identity and contact.	To allow us to promote offers and provide requested content.
Providing you with additional careers support	Contact	In order to further support users, we may contact them to recommend University services.

With your permission and/or where permitted by law, we may also use your personal data for



marketing purposes, which may include contacting you by email and telephone with information, news, and offers on our services. You will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the Data Protection Legislation and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and you will always have the opportunity to opt-out.

Third Parties (including our University Partners) whose content appears on Our Site may use third-party Cookies, as detailed below in Part 14. Please refer to Part 14 for more information on controlling cookies. Please note that we do not control the activities of such third parties, nor the data that they collect and use themselves, and we advise you to check the privacy policies of any such third parties.

We will only use your personal data for the purpose(s) for which it was originally collected unless we reasonably believe that another purpose is compatible with that or those original purpose(s) and need to use your personal data for that purpose. If we do use your personal data in this way and you wish us to explain how the new purpose is compatible with the original, please contact us using the details in Part 15.

If we need to use your personal data for a purpose that is unrelated to, or incompatible with, the purpose(s) for which it was originally collected, we will inform you and explain the legal basis which allows us to do so.

In some circumstances, where permitted or required by law, we may process your personal data without your knowledge or consent. This will only be done within the bounds of the Data Protection Legislation and your legal rights.

8. How Long Will You Keep My Personal Data?

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods (or, where there is no fixed period, the following factors will be used to determine how long it is kept):

Type of Data	How Long [We] OR [I] Keep It
Identity Information including name, ethnicity and gender	Up to 24 months after the last use of the platform.
Contact information including email address and telephone number.	Up to 24 months after the last use of the platform or expected graduation date.
Business information including business name and industry.	24 Months after last usage.
Payment information including card details and bank account numbers.	18 months after invoice is issued.
Profile information including preferences and interests, university course studied, passwords and career interests.	Up to 24 months after the last use of the platform.
Technical information including IP address, browser usage	Up to 24 months after the last use of the platform.



SkillBranch

9. How and Where Do You Store or Transfer My Personal Data?

We will only store or transfer your personal data within the UK. This means that it will be fully protected under the Data Protection Legislation.

The security of your personal data is essential to us, and to protect your data, we take a number of important measures, including the following:

- limiting access to your personal data to those employees, agents, contractors, and other third parties with a legitimate need to know and ensuring that they are subject to duties of confidentiality;
- procedures for dealing with data breaches (the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, your personal data) including notifying you and/or the Information Commissioner's Office where we are legally required to do so;

10. Do You Share My Personal Data?

We will not share any of your personal data with any third parties for any purposes, subject to the following exceptions.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

We may sometimes contract with the following third parties to supply certain services.

Recipient	Activity Carried Out	Sector	Location
University Partners (Aston University, Birmingham City University)	University Partners may be able to contact students from their own institution in order to provide careers advice	Education	UK.

If any of your personal data is shared with a third party, as described above, we will take steps to ensure that your personal data is handled safely, securely, and in accordance with your rights, our obligations, and the third party's obligations under the law, as described above in Part 9.

If we sell, transfer, or merge parts of our business or assets, your personal data may be transferred to a third party. Any new owner of our business may continue to use your personal data in the same way(s) that we have used it, as specified in this Privacy Policy.

In some limited circumstances, we may be legally required to share certain personal data,



which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

11. **How Can I Control My Personal Data?**

11.1 In addition to your rights under the Data Protection Legislation, set out in Part 5, when you submit personal data via Our Site, you may be given options to restrict our use of your personal data. In particular, we aim to give you strong controls on our use of your data for direct marketing purposes (including the ability to opt-out of receiving emails from us which you may do by unsubscribing using the links provided in our emails and at the point of providing your details).

11.2 You may also wish to sign up to one or more of the preference services operating in the UK: The Telephone Preference Service (“the TPS”), the Corporate Telephone Preference Service (“the CTPS”), and the Mailing Preference Service (“the MPS”). These may help to prevent you receiving unsolicited marketing. Please note, however, that these services will not prevent you from receiving marketing communications that you have consented to receiving.

12. **Can I Withhold Information?**

You may access Our Site without providing any personal data at all. However, to use all features and functions available on Our Site you may be required to submit or allow for the collection of certain data.

You may restrict our use of Cookies. For more information, see Part 14 and our Cookie Policy <<Insert Link>>].

13. **How Can I Access My Personal Data?**

If you want to know what personal data we have about you, you can ask us for details of that personal data and for a copy of it (where any such personal data is held). This is known as a “subject access request”.

All subject access requests should be made in writing and sent to the email or postal addresses shown in Part 15.

There is not normally any charge for a subject access request. If your request is ‘manifestly unfounded or excessive’ (for example, if you make repetitive requests) a fee may be charged to cover our administrative costs in responding.

We will respond to your subject access request within 3 weeks and, in any case, not more than one month of receiving it. Normally, we aim to provide a complete response, including a copy of your personal data within that time. In some cases, however, particularly if your request is more complex, more time may be required up to a maximum of three months from the date we receive your request. You will be kept fully informed of our progress.

14. **How Do You Use Cookies?**

Our Site may place and access certain first-party Cookies on your computer or device.



First-party Cookies are those placed directly by us and are used only by us me. We use Cookies to facilitate and improve your experience of Our Site and to provide and improve our services. We have carefully chosen these Cookies and have taken steps to ensure that your privacy and personal data is protected and respected at all times.

By using Our Site, you may also receive certain third-party Cookies on your computer or device. Third-party Cookies are those placed by websites, services, and/or parties other than us. Third-party Cookies are used on Our Site for checking that our cookies have been activated and tracking web traffic. For more details, please refer to the table below. These Cookies are not integral to the functioning of Our Site and your use and experience of Our Site will not be impaired by refusing consent to them.

All Cookies used by and on Our Site are used in accordance with current Cookie Law.

Before Cookies are placed on your computer or device, you will be shown a pop-up at the bottom of the screen requesting your consent to set those Cookies. By giving your consent to the placing of Cookies you are enabling us to provide the best possible experience and service to you. You may, if you wish, deny consent to the placing of Cookies; however certain features of Our Site may not function fully or as intended.

Certain features of Our Site depend on Cookies to function. Cookie Law deems these Cookies to be “strictly necessary”. These Cookies are shown in the table below. Your consent will not be sought to place these Cookies, but it is still important that you are aware of them. You may still block these Cookies by changing your internet browser’s settings as detailed below, but please be aware that Our Site may not work properly if you do so. We have taken great care to ensure that your privacy is not at risk by allowing them.

The following first-party Cookies may be placed on your computer or device:

15. Name of Cookie	16. Purpose	17. Strictly Necessary
18. PHPSESSID	19. Keep track of your session on the site, allowing you to stay logged in across multiple pages	20. Yes
21. sessioncookie	22. Extends the session lifetime from 45 minutes to 30 days so you don't need to log in again every 45 minutes	23. Yes

and the following third-party Cookies may be placed on your computer or device:

24. Name of Cookie	25. Provider	26. Purpose
cookieconsent_status	https://cookieconsent.insites.com/	Keeps track that you have confirmed the use of cookies on our website

In addition to the controls that we provide, you can choose to enable or disable Cookies in your internet browser. Most internet browsers also enable you to choose whether you wish to disable all Cookies or only third-party Cookies. By default, most internet browsers accept Cookies, but this can be changed. For further details, please consult the help menu in your internet browser or the documentation that came with your



device.

You can choose to delete Cookies on your computer or device at any time, however you may lose any information that enables you to access Our Site more quickly and efficiently including, but not limited to, login and personalisation settings.

It is recommended that you keep your internet browser and operating system up-to-date and that you consult the help and guidance provided by the developer of your internet browser and manufacturer of your computer or device if you are unsure about adjusting your privacy settings.

27. **How Do I Contact You?**

To contact us about anything to do with your personal data and data protection, including to make a subject access request, please use the following details:

Email address: hello@skillbranch.co.uk

Telephone number: +44 (0) 7767 376015

Postal Address: SkillBranch Ltd.

Innovation Birmingham Campus – Faraday Wharf
Holt Street
Birmingham
B7 4BB

28. **Changes to this Privacy Policy**

We may change this Privacy Notice from time to time. This may be necessary, for example, if the law changes, or if we change our business in a way that affects personal data protection.

Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date. This Privacy Policy was last updated on 11/11/18.