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NEBOSH TERMS OF WEBSITE USE

THE NATIONAL EXAMINATION BOARD IN OCCUPATIONAL SAFETY AND HEALTH (“**NEBOSH**”) (“**we/us/our**”) set out below (together with the Data Protection and Privacy Policy and other documents referred to on it) the terms of use on which you may make use of our website <http://www.nebosh.org.uk> (our “**site**”), whether as a guest or a registered user.

Please read these terms of use carefully before you start to use the site. By using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information About Us

- 1.1 <http://www.nebosh.org.uk/> is a site operated by THE NATIONAL EXAMINATION BOARD IN OCCUPATIONAL SAFETY AND HEALTH. We are registered in England and Wales under company number 02698100 and have our registered office at Dominus Way, Meridian Business Park, Leicester, Leicestershire LE19 1QW. Our main trading address is Dominus Way, Meridian Business Park, Leicester, Leicestershire LE19 1QW. Our VAT number is 2698100.
- 1.2 We are a company limited by guarantee and operate under registered charity number 1010444.
- 1.3 We are regulated by the The Scottish Qualifications Authority (SQA) in Scotland, as we are an ‘Awarding Body’.

Accessing Our Site

- 1.4 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below).
- 1.5 We will not be liable if for any reason our site is unavailable at any time or for any period.
- 1.6 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.
- 1.7 If you choose, or you are provided with, a user identification code, username, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party.
- 1.8 We have the right to disable any user identification code, username or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 1.9 When using our site as a Student, you must also comply with our [Student Terms and Conditions](#).
- 1.10 When using our site as an NEBOSH Accredited Course Provider (“**ACP**”), you must also comply with our Terms and Conditions of Accreditation.



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- 1.11 You are responsible for making all arrangements necessary for you to have access to our site.
- 1.12 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms, and that they comply with them.

Intellectual Property Rights

- 1.13 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 1.14 You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others within your organisation to material posted on our site.
- 1.15 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 1.16 Our status (and that of any identified contributors) as the authors of material on our site must always be acknowledged.
- 1.17 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 1.18 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.
- 1.19 We have registered the trademark 'NEBOSH' and the NEBOSH logo on the UK and Community Trade Marks Registers and have applied to register the trade marks in various other territories worldwide, and any unauthorised use is prohibited.
- 1.20 We have acquired a significant reputation and goodwill in the name NEBOSH, and its logo. You will therefore appreciate that NEBOSH regards its trademark rights as being extremely important to the business, as its trademarks are some of its most valuable, and valued, assets.
- 1.21 You may not:
 - 1.21.1 incorporate any NEBOSH Trademarks, in your company name or logo, product or service name, or domain name.
 - 1.21.2 use any NEBOSH Trademarks in any manner that is likely to cause confusion by implying association with NEBOSH.



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- 1.21.3 use any NEBOSH Trademarks in connection with any obscene materials or in a defamatory or libellous manner.
- 1.21.4 use the NEBOSH logo if you hold a NEBOSH qualification.
- 1.22 You may use a NEBOSH Trademark, provided:
 - 1.22.1 you are organising an event or other project that involves NEBOSH and permission has been given by NEBOSH, and the logo has been supplied by NEBOSH. Usage is restricted to direct, specific references to the particular project or event. Full reproduction guidelines are available to authorised users.
 - 1.22.2 you are a NEBOSH Accredited Course Provider (“ACP”). ACP’s can use their own unique logo including their centre number, in accordance with the terms of usage in the NEBOSH ‘Terms and Conditions of Accreditation’ signed by each ACP.

Reliance on Information Posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Our Site Changes Regularly

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Our Liability

- 1.23 The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:
 - 1.23.1 All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - 1.23.2 Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, defect or inaccuracy of the site, any websites linked to it and any materials or information posted on it, including, without limitation any liability for:
 - (a) loss of income or revenue;
 - (b) loss of business;



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- (c) loss of profits or contracts;
- (d) loss of anticipated savings;
- (e) loss of data;
- (f) loss of goodwill;
- (g) wasted management or office time; and
- (h) for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

1.24 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information About You and Your Visits to Our Site

We process information about you in accordance with our Data Protection and Privacy Policy by using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Transactions Concluded Through Our Site

Contracts for the supply of goods, services or information formed through our site or as a result of visits made by you are governed by separate Terms and Conditions of Supply.

Accessibility

- 1.25** This site has been designed to be as accessible as possible to people with disabilities and also to be compatible with the types of adaptive technology used by people with disabilities, including screen readers and text only web browsers.
- 1.26** To navigate through this site please use the menu on the top of the page. You can use the tab key to navigate through the menu links.
- 1.27** You may change the display font size to your preference using your browser. In Internet Explorer, select View, then Text size, and then your preferred size. In Netscape select View, then Text zoom, and then your preferred percentage size. Other browsers may vary
- 1.28** Subject to these terms you may import your own style sheet into this website. In Internet Explorer select Tools, then Internet options, and then Accessibility. Next click on any or all of three checkboxes to ignore colours, font styles or font sizes. In the same window you can change your style sheet by clicking the checkbox that says, 'format documents, using



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my style sheet' then simply browse to your style sheet and click OK. In Netscape select Edit, then Preferences and then Appearance. You will then be given the choice to specify your own colours and fonts.

- 1.29** We recommend that users download free the latest version of Adobe® Reader® to view our Adobe PDF files. Visit Adobe for information about their products.
- 1.30** Our aim is to ensure that all our PDFs are accessible. Presently, a small number are still to be revised into fully accessible versions. For further information please contact us on info@nebosh.org.uk.
- 1.31** Please note the advice given in clause 0 is provided for general assistance only and is not intended as formal advice and comes with no guarantees or warranties as to its accuracy. Please note computer software and hardware systems vary and each system/software will have its own unique way to do things. We will try to assist where possible but cannot offer any assurances about any of the advice given.

Uploading Information and Other Material to Our Site

- 1.32** Whenever you make use of a feature (such as form filling) that allows you to upload information or material to our site it will be your responsibility to make sure the information and/or material you upload is correct and complies with any requirements that may be appropriate in the circumstances.
- 1.33** Pursuant to clause 1.32 you warrant that any such uploading of information/material is correct and you indemnify us for any breach of that warranty.
- 1.34** We will not be responsible, or liable to you or any third party, for the content or accuracy of any information or materials posted by you or any other user of our site.
- 1.35** We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with the moral and ethical content standards. Such standards shall be determined at our sole discretion.

Viruses, Hacking and Other offences

- 1.36** You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 1.37** 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.
- 1.38** You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 1.39** By breaching any of clauses 1.36, 1.37 and 1.38, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law



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enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

- 1.40** 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 our site or to your downloading of any material posted on it, or on any website linked to it.

Linking to Our Site

- 1.41** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 1.42** You must not establish a link from any website that is not owned by you.
- 1.43** Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.
- 1.44** The website from which you are linking must comply in all respects with acceptable ethical and moral content standards. Such standards shall be determined at our sole discretion.
- 1.45** If you wish to make any use of material on our site other than that set out above, please address your request to info@nebosh.org.uk.

Links from our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and Applicable Law

- 1.46** The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.
- 1.47** These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.



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Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your Concerns

If you have any concerns about material which appears on our site, please contact info@nebosh.org.uk.

Document control

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