



**nebosh**

## **Terms of website use**

**Version 6**

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THE NATIONAL EXAMINATION BOARD IN OCCUPATIONAL SAFETY AND HEALTH (“NEBOSH”) (“we/us/our”) set out below (together with the Privacy Policy and other documents referred to on it) the terms of use on which you may make use of the websites operated by NEBOSH or any of its subsidiaries and or affiliates (our “sites”), whether as a guest or a registered user. These website terms of use apply to all NEBOSH websites.

Please read these terms of use carefully before you start to use the sites. By using our sites, 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 sites.

## 1. Information about us

- 1.1. THE NATIONAL EXAMINATION BOARD IN OCCUPATIONAL SAFETY AND HEALTH 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 Scottish Qualifications Authority (SQA) in Scotland, as we are an ‘Awarding Body’.

## 2. Accessing our site

- 2.1. Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice (see below).
- 2.2. We will not be liable if for any reason our sites are unavailable at any time or for any period.
- 2.3. From time to time, we may restrict access to some parts of our sites, or entire sites, to users who have registered with us.
- 2.4. 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.
- 2.5. 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.
- 2.6. When using our site as a learner, you must also comply with our [Learner Terms and Conditions](#).
- 2.7. When using our sites as a NEBOSH accredited Learning Partner, you must also comply with our Learning Partner Agreement.
- 2.8. You are responsible for making all arrangements necessary for you to have access to our sites.

- 2.9. 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.

### **3. Intellectual property rights**

- 3.1. We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 3.2. You may print off one copy, and may download extracts, of any page(s) from our sites for your personal reference and you may draw the attention of others within your organisation to material posted on our sites.
- 3.3. 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.
- 3.4. Our status (and that of any identified contributors) as the authors of material on our sites must always be acknowledged.
- 3.5. You must not use any part of the materials on our sites for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6. If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 3.7. 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.
- 3.8. 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.
- 3.9. You may not:
  - 3.9.1. incorporate any NEBOSH Trademarks, in your company name or logo, product or service name, or domain name;
  - 3.9.2. use any NEBOSH Trademarks in any manner that is likely to cause confusion by implying association with NEBOSH;
  - 3.9.3. use any NEBOSH Trademarks in connection with any obscene materials or in a defamatory or libellous manner;
  - 3.9.4. use the NEBOSH logo if you hold a NEBOSH qualification.
- 3.10. You may use a NEBOSH Trademark, provided:

- 3.10.1. 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;
- 3.10.2. you are a NEBOSH accredited Learning Partner. Accredited Learning Partners can use their own unique logo including their Learning Partner number, in accordance with the terms of usage in the NEBOSH Learning Partner Agreement signed by each accredited Learning Partner.

#### **4. Reliance on information posted**

- 4.1. Commentary and other materials posted on our sites 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 sites, or by anyone who may be informed of any of its contents.

#### **5. Our site changes regularly**

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

#### **6. Our liability**

- 6.1. The material displayed on our sites 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:
  - 6.1.1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;
  - 6.1.2. any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our sites or in connection with the use, inability to use, or results of the use of our sites, defect or inaccuracy of the sites, any websites linked to it and any materials or information posted on it, including, without limitation any liability for:
    - 6.1.2.1. loss of income or revenue;
    - 6.1.2.2. loss of business;
    - 6.1.2.3. loss of profits or contracts;
    - 6.1.2.4. loss of anticipated savings;
    - 6.1.2.5. loss of data;
    - 6.1.2.6. loss of goodwill;
    - 6.1.2.7. wasted management or office time; and

- 6.1.2.8. 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;
- 6.2. 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.

## **7. Information about you and your visits to our site**

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

## **8. Transactions concluded through our site**

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

## **9. Accessibility**

- 9.1. These sites have been designed to be as accessible as possible to people with disabilities and to be compatible with the types of adaptive technology used by people with disabilities, including screen readers and text only web browsers.
- 9.2. You may change the display font size to your preference using your browser. In Internet Explorer, select View, you can change font size and page zoom from this menu. In Google Chrome, select Settings and scroll down to appearance, you can then choose font size and page zoom. Other browsers may vary.
- 9.3. Subject to these terms you may import your own style sheet into this website. For example, 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 my style sheet' then simply browse to your style sheet and click OK.
- 9.4. 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.
- 9.5. Please note the advice given in this accessibility section 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.

## **10. Uploading information and other material to our site**

- 10.1. Whenever you make use of a feature (such as form filling) that allows you to upload information or material to our sites 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.
- 10.2. Pursuant to clause 10.1 you warrant that any such uploading of information/material is correct and you indemnify us for any breach of that warranty.
- 10.3. 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 sites.
- 10.4. We have the right to remove any material or posting you make on our sites 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.

## **11. Viruses, hacking and other offences**

- 11.1. You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful.
- 11.2. You must not attempt to gain unauthorised access to our sites, the server on which our sites are stored, or any server, computer or database connected to our sites.
- 11.3. You must not attack our sites via a denial-of-service attack, or a distributed denial-of-service attack.
- 11.4. By breaching any of clauses 11.1, 11.2 and 11.3, 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 identity to them. In the event of such a breach, your right to use our sites will cease immediately.
- 11.5. 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 sites or to your downloading of any material posted on it, or on any website linked to them.

## **12. Linking to our sites**

- 12.1. You may link to our websites, 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.

- 12.2. We may update page content and page URLs at any time, which could result in broken links on your website. It is your responsibility to regularly review links and make sure that they go to the intended page.
- 12.3. You must not establish a link from any website that is not owned by you.
- 12.4. Our sites must not be framed on any other site. We reserve the right to withdraw linking permission without notice.
- 12.5. 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.
- 12.6. If you wish to make any use of material on our sites other than that set out above, please address your request to [info@nebosh.org.uk](mailto:info@nebosh.org.uk).

### **13. Links from our sites**

- 13.1. Where our sites contain 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.

### **14. Jurisdiction and applicable law**

- 14.1. The English courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our sites 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.
- 14.2. 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.

### **15. Variations**

- 15.1. 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 sites.

### **16. Your concerns**

- 16.1. If you have any concerns about material which appears on our sites, please contact [info@nebosh.org.uk](mailto:info@nebosh.org.uk).



## 17. Document control

<b>Document reference</b>	<b>CGM034</b>
<b>Business Unit</b>	<b>Support</b>
<b>Area</b>	<b>Governance and Risk</b>
<b>Version</b>	<b>6</b>
<b>Effective from</b>	<b>September 2023</b>
<b>Contact</b>	<b>Chief Officer (Governance and Risk)</b>
<b>Owner</b>	<b>Chief Officer (Governance and Risk)</b>