

# Website Terms of Use

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**Effective: February 13<sup>th</sup> 2-010**

**PLEASE REVIEW THESE TERMS AND CONDITIONS CAREFULLY BEFORE MAKING USE OF THIS SITE**

## **Terms of Website Use**

These terms and conditions (together with all documents which are referred to in it) set out the terms of use on which you may make use of our websites **[www.idmtraining.co.uk](http://www.idmtraining.co.uk)** / (our website), whether as a registered user or as a guest. Use of our websites includes registering to use our website as well as accessing or browsing it.

Please review these terms of use carefully before you start to use our websites, as these will apply to your use of our website. We suggest that you print out a copy of these terms and conditions to refer to in the future.

By making use of our websites, you agree to accept these terms of use and comply with them.

If you do not accept or agree these terms of use, then you must not make use of our websites.

## **Other Terms and Conditions**

These terms of use also refer to the following additional terms, which also apply to your use of our websites:

- Our Website Acceptable Use Policy, which describes the allowable uses and prohibited uses of our websites. When using our websites, you are required to comply with this Acceptable Use Policy.
- Our Privacy Notice which describes the terms on which any personal data we collect from you is processed, or that you provide to us. By making use of our websites, you agree to such processing and you warrant that all and any data that you provide is accurate.

If you buy courses or any other goods from our websites, then our Terms and Conditions of Supply will be applicable to the sales.

## **Information About Us**

[www.idmtraining.co.uk](http://www.idmtraining.co.uk) is operated by IDM Safety Training Services Limited ("We"). We are registered in England and Wales under company number 7974265 and have

our registered office at Manor Farm Brettenham Road, Buxhall, Stowmarket, Suffolk, IP14 3DY. Our VAT number is GB 137244912

### **Changes to These Terms**

We may amend these terms of use from time to time and revise the terms of this page. Please ensure that you check this page from time to time as any changes are binding upon you.

### **Changes to our Websites**

We do not provide a guarantee that our websites or the content on it will be free from omissions or errors.

We may change the content from time to time. Please note that from time to time some of our websites may be out of date and we are under no obligation to update it.

### **Accessing our Websites**

We are not able to provide a guarantee that our websites or their content will always be available. We provide access to our websites on a temporary basis and may withdraw, suspend or discontinue our websites in whole or in part without notice. We are not liable to you if for any reason our websites is not available for any period or at any time.

You have the responsibility to ensure that whoever accesses our websites through your internet connection is aware of all applicable terms and conditions, and that they comply with them.

You have the responsibility to make all arrangements necessary in order for you to access to our websites.

### **Account and Password**

If you are provided with or choose a password, identification code or other piece of information as part of our security procedures then you are required to treat that information as confidential and must not disclose it to a third party.

We have the right to disable any password or identification code, if in our reasonable opinion you have not complied with these terms of use.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

You must promptly notify us at [iain@idmtraining.co.uk](mailto:iain@idmtraining.co.uk) if you suspect or know that your password has been obtained by anyone else.

## **Intellectual Property Rights**

We are the licensee or owner of all intellectual property rights contained in our websites, and the material published on them. The rights to these works are protected by copyright laws and treaties around the world and as such all such rights are reserved to us.

You are permitted to print off one copy, and may download extracts from any page/s contained on our websites for your personal use and you may draw the attention of others within your organisation to any content posted on our websites.

You must not change the paper or digital copies of any materials which you have printed off or downloaded in any way, and you must not make use of any illustrations, photographs, video or audio sequences or any graphics separately from any text which accompanies it.

You must always acknowledge our status (and that of any identified contributors) as the authors of content.

You must not use any part of the content on our websites for any commercial purpose without first obtaining a licence to do so from either ourselves or our licensors.

If you print off, copy or download any particular part of our websites in a manner which breaches these terms of use, then your right to use our websites will immediately cease and you must return or destroy any copies of the materials you have made as may be required by us.

## **No reliance on Content**

The content of our websites is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain your own professional or specialist advice before taking, or omitting to take, any action on the basis of the contents of our websites.

Although we make reasonable efforts to keep the information on our websites up to date, we do not make any guarantees, representations or warranties whether express or implied, that the content on our websites is complete, accurate or up-to-date.

## **Limitation of Our Liability**

Nothing in these terms of use limits or excludes our liability for death or personal injury arising from our own negligence, or our fraud or fraudulent misrepresentation, or any other liability that is not permitted to be excluded or limited by English law.

To the extent that is permitted by law, we exclude all warranties, conditions, representations or other terms which may apply to our website or any content on it, whether implied or expressed.

We will not be liable for any loss or damage to any user, whether in tort (including negligence), breach of statutory duty, contract or otherwise, even if such loss or damage was foreseeable, arising under or in connection with:

- Your use of, or inability to use, our websites; or
- Your reliance on or use of any content displayed on our websites.

If you are a business user, please note that we will not, in particular, be liable for:

- interruption of business;
- any loss of anticipated savings;
- loss of goodwill, reputation or business opportunity; or
- any consequential or indirect loss or damage.
- loss of sales, business, profits, or revenue;

If you use the websites as a consumer, please note that we only provide our websites for private and domestic use. You agree that you will not use our websites for any business or commercial use, and that we bear no liability to you for any loss of business, business interruption, loss of profit, or loss of business opportunity.

We will not be held liable for any loss or damage which is caused by a virus, distributed denial-of-service attack, or other material that is technologically harmful that may infect your computer programs, computer equipment, data or other material arising out of your use of our websites or arising out of your downloading of any content contained on it, or contained on any website which is linked to it.

We are not liable and assume no responsibility for the content of websites which are linked on our websites. Such links should not be treated as endorsement by us of those linked websites. We will not be held liable for any damage or loss that may arise out of your use of them.

Different exclusions and limitations of liability will apply to any liability arising as a result of the supply of any courses you use, which will be set out in our Terms and Conditions of Supply.

### **Uploading Content onto our Websites**

Whenever you make use of any feature that permits you to upload content onto our website, or to make contact with other users of our websites, you must ensure that you comply with the standards of content set out in our Acceptable Use Policy.

You give a warranty that any contribution of this nature complies with those standards, and you will be liable for and indemnify us for any breach of that warranty. If you are using the website as a consumer, this means you will be liable for any loss or damage we suffer as a result of your breach of this warranty.

Any content that you upload to our websites will be considered to be non-proprietary and non-confidential. You retain all of your own ownership rights to your content, but

you are required to grant us and any other users of the sites a limited licence to store, use and copy that content and to make it available to third parties and to distribute it.

We also hold the right to disclose your identity to any third party who claims that any content uploaded by you to our websites amounts to a violation of their right to privacy or their intellectual property rights.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our websites.

We have the right to remove any posting you make on our websites if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

The views expressed by other users on our websites do not represent our views or values.

### **Viruses**

We do not give any guarantee that our websites will be secure or free from viruses or bugs.

You take responsibility for configuring your computer programmes, information technology, and platform correctly in order to access our websites. You should make use of your own virus protection software.

You must not misuse our websites by knowingly introducing trojans, worms, logic bombs, viruses or other material which is technologically harmful or malicious. You must not attempt to obtain access which is unauthorised to our websites, the server on which our websites is stored or any server, computer or database which is connected to our websites. You must not attack our website via a distributed denial-of-service attack or a distributed denial-of-service attack. If you act in breach of this provision, you would be committing a criminal offence pursuant to the Computer Misuse Act 1990. Any such breach will be reported to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach of the law and of this provision, your right to use our websites will cease immediately.

### **Links to our Websites**

You may link to the home page of [idmtraining.co.uk](http://idmtraining.co.uk) on another website, provided that you do so in such a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where this does not exist.

You must not establish a link to our website on any website which you do not own.

You must not create a link to any part of our website other than the home page and our website must not be framed on any other site.

We reserve the right to withdraw this linking permission without notice to you.

The website on which you link to our website must in all respects comply with the content standards set out in our Website Acceptable Use Policy.

If you would like to make any use of content on our website other than that described above, please contact [ian@idmtraining.co.uk](mailto:ian@idmtraining.co.uk)

### Resources on Our Website and Third Party Links

On occasions where our websites provide links to other sites and resources provided by third parties, these links are given for your information only.

We do not have any control over the contents of those sites or resources.

### **Jurisdiction and Applicable Law**

If you are using the site as a consumer, please take note that these terms of use are governed by English law. We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Scotland, you may also bring proceedings in Scotland and if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland.

If you are a business user, these terms of use (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Contact Us**

To contact us, please email [ian@idmtraining.co.uk](mailto:ian@idmtraining.co.uk)

Thank you for visiting our websites.