



Terms of Use

Our Terms:

Welcome to our Website.

These Terms explain how you may use this website (the Site), which is provided by us free of charge. All references in these Terms to the Site include the following websites and all associated subdomains and web pages:

www.nbstraining.co.uk

We recommend you read these Terms carefully and in tandem with our Privacy Policy before using the Site, as by accessing or using the Site indicates your consent that you agree to be bound by these Terms and the documents referred to in them.

If you do not agree with or accept any of these Terms, you should stop using the Site immediately.

If you have any questions about the Site, please contact us by email:

contact@nbstraining.co.uk

Definitions

Content: means any text, images, video, audio or other multimedia content, software or other information or material submitted to or on the Site;

Terms: means these terms and conditions of use as updated from time to time;

Intellectual property rights: means rights such as copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world);

Unwanted Submission: has the meaning given to it in the section entitled "submitting information to the site";

Site: has the meaning given to it in clause 1.1;

We, us or our: means NBS Training office of Tudor House, 3 Godfrey Close, Stevenage SG2 9SY

References to us in these Terms also includes any group companies which we may have from time to time.

You or your: means the person accessing or using the Site or its Content.

We reserve the right, at our sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes.

Using the Site

- The Site is for your personal and non-exclusive use only. As long as you comply with these Terms of Use Tracy Stuart grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.
- You may not use any "page-scrapers", "robots", "spiders", "deep-links" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, copy, acquire, or monitor any part of the Site, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site.
- You may not attempt to gain unauthorized access to any part or feature of the Site, or any other systems or networks connected to the Site or to any of our servers, or to any of the services offered on or through the Site, by password "mining", hacking or any other illegitimate means.
- You may not scan, probe or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site.
- You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of ours, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.
- You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or our systems or networks, or any systems or networks connected to the Site.
- You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.
- You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to us on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you

represent, someone else, or impersonate any other individual or entity.

- You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes our rights or those of others.
- The Site is intended for use only by those who can access it from within the UK. If you choose to access the Site from locations outside the UK, you are responsible for compliance with local laws where they are applicable.
- You agree that you are solely responsible for:
all costs and expenses you may incur in relation to your use of the Site; and
keeping your password and any other account details confidential.
- We may prevent or suspend your access to the Site if you do not comply with any part of these Terms, any terms or policies to which they refer or any applicable law.

Ownership, use and intellectual property rights

This Site and all intellectual property rights in it, including but not limited to any Content, are owned by us, our licensors or both (as applicable). We and our licensors reserve all of our and their rights in any intellectual property in connection with these Terms. This means, for example, that we and they remain owners of them and free to use them as we and they see fit.

Nothing in these Terms grants you any legal rights in the Site other than as necessary to enable you to lawfully access the Site as intended and authorized by us. You agree not to adjust to try to circumvent or delete any notices contained on the Site (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained within the Site.

Submitting information to the Site

We strive to use commercially acceptable means to protect your personal information however we cannot guarantee the absolute security as the transmission of information via the internet is in itself not completely secure. We therefore cannot guarantee that any information you share with us will be kept confidential.

For that reason, you should not submit any information that you regard as confidential, commercially sensitive or valuable (Unwanted Submissions) to the Site. While we value your feedback, you agree not to submit any Unwanted Submissions.

We may use any Unwanted Submissions as we see reasonably fit on a free-of-charge basis (bear in mind that we have no way of knowing whether such information is confidential, commercially sensitive or valuable because we do not monitor the Site to check for these matters). Therefore, we will not be legally responsible for keeping any Unwanted Submissions confidential nor will we be legally responsible to you or anybody else for any use of such Unwanted Submissions.

Accuracy of information and availability of the Site

- While we try to make sure that the Site is accurate, up-to-date and free from bugs, we cannot guarantee that it will be. Furthermore, we cannot guarantee that the Site will be fit or suitable for any purpose. Any reliance that you may place on the information on this Site is at your own risk.
- We may suspend or terminate operation of the Site at any time as we see fit.
- Content is provided for your general information purposes only and to inform you about us and our services, news, features, products and other websites that may be of interest. It does not constitute technical, financial or legal advice or any other type of advice and should not be relied on as such.
- While we try to make sure that the Site is available for your use, we do not promise that the Site is available at all times nor do we promise the uninterrupted use by you of the Site.

Hyperlinks and third party sites

Please note that when you are on the Site or when you receive an email message from us you could be directed to other sites that are beyond our control.

These sites may send their own cookies to visitors, collect data, or solicit personal information. The privacy policy of these sites may be significantly different from our own. We are not responsible for the privacy practices of these other sites and cannot guarantee the security of any of your personal information collected by them.

We have no control over third party websites and accept no legal responsibility for any content, material or information contained in them. The display of any hyperlink and reference to any third party website does not mean that we endorse that third party's website, products or services. Your use of a third party site may be governed by the terms and conditions of that third party site.

Limitation on our liability

Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury), we are not legally responsible for any losses. This exclusion shall include, but not be limited to:

Losses that:

- were not foreseeable to you and us when these Terms were formed; or
- that were not caused by any breach on our part
- business losses; and
- losses to non-consumers.

Events beyond our control

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control including, but not limited to, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

Rights of third parties

No one other than a party to these Terms has any right to enforce any of these Terms.

Disputes

We will try to resolve any disputes with you quickly and efficiently.

- If you are unhappy with us please contact us on contact@nbstraining.co.uk
- If you and we cannot resolve a dispute we will:
 - let you know that we cannot settle the dispute with you; and
 - consider the need for Alternative Dispute Resolution and, if considered necessary, provide you with information about any alternative dispute resolution provider we deem appropriate to deal with your complaint.
- In the event that no resolution is possible should you wish to take court proceedings, please note the relevant courts and laws of the United Kingdom will apply and have exclusive jurisdiction in relation to these Terms.

If you have any comments or questions about our Terms of Use please send them to:

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