

Terms and Conditions

This website is owned by the North East Business Resilience Centre (NEBRC) and is intended for use by businesses in the United Kingdom. By using the website, you are deemed to have agreed to the following terms and conditions. If you do not wish to be bound by these terms, please leave the website immediately.

1. Access to our website

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

2. Intellectual Property Rights

- 2.1 The copyright of all content on our website belongs to us or has been licensed to us unless specifically labelled otherwise.
- 2.2 You may not reproduce, copy, distribute, sell, rent, sub-license, store, or in any other manner re-use content from our website unless given express written permission to do so by us or where another author is indicated that author
- 2.3 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.

3. Links to our website

- 3.1 You may link to Our website provided that:
 - 3.1.1 You do so in a fair and legal manner;
 - 3.1.2 You do not do so in a manner that suggests any form of association, endorsement or approval on our part where none exists;
 - 3.1.3 You do not use any logos or trademarks displayed on our website without our express written permission;
 - 3.1.4 You do not do so in a way that is calculated to damage our reputation
 - 3.1.5 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 3.1);
 - 3.1.6 Implies any form of affiliation with us where none exists;
 - 3.1.7 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
 - 3.1.8 Is made in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

4. Links to Other Websites

We may include links on our website to third party websites. As these are not under our control, we neither assume nor accept responsibility or liability for the content of third party websites. The inclusion of a link to another website on our website is for information only and does not imply any endorsement of the websites themselves or of those in control of them.

5. Disclaimers

- 5.1 Nothing on our website constitutes advice on which you should rely. It is provided for general information purposes only. Everyone's circumstances are different, and you should take professional advice as to the applicability of any general advice to your situation
- 5.2 Insofar as is permitted by law, we make no representation, warranty, or guarantee that our website 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.
- 5.3 We make reasonable efforts to ensure that the content on our website 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.

6. Our Liability

- 6.1 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 website or the use of or reliance upon any content included on our website.
- 6.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to our website or any content included on our website.
- 6.3 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 arising from your use of (or inability to use) our website or its content.
- 6.4 We exercise all reasonable skill and care to ensure that our website 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 website (including the downloading of any content from it) or any other website referenced on our website.
- 6.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our website 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.
- 6.6 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.

7. Viruses, Malware and Security

- 7.1 We exercise all reasonable skill and care to ensure that our website is secure and free from viruses and other malware.
- 7.2 You are responsible for protecting your hardware, software, data and other material from

viruses, malware, and other internet security risks.

- 7.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via our website.
- 7.4 You must not attempt to gain unauthorised access to any part of our website, the server on which our website is stored, or any other server, computer, or database connected to our website.
- 7.5 You must not attack our website by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 7.6 By breaching the provisions of sub-Clauses 7.3 to 7.5 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 website will cease immediately in the event of such a breach.

8. Acceptable Usage Policy

- 8.1 You may only use our website in a manner that is lawful. Specifically:
 - 8.1.1 You must ensure that you comply fully with any and all local, national or international laws and/or regulations;
 - 8.1.2 You must not use our website in any way, or for any purpose, that is unlawful or fraudulent;
 - 8.1.3 You must not use our website 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
 - 8.1.4 You must not use our website in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 8.2 We reserve the right to suspend or terminate your access to our website if you materially breach the provisions of this Clause 8 or any of the other provisions of these Terms and Conditions. Specifically, we may take one or more of the following actions:
 - 8.2.1 Suspend, whether temporarily or permanently, your right to access our website;
 - 8.2.2 Issue you with a written warning;
 - 8.2.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
 - 8.2.4 Take further legal action against you as appropriate;
 - 8.2.5 Disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
 - 8.2.6 Any other actions which we deem reasonably appropriate (and lawful).
- 8.3 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.

9. Privacy and Cookies

Use of Our website is also governed by our Privacy Policy which you can find at www.nebrcentre.co.uk and which is hereby incorporated into these Terms and Conditions by this reference.

10. Changes to these Terms and Conditions

- 10.1 We may alter these Terms and Conditions at any time. Any such changes will become binding on you upon your first use of our website after the changes have been implemented. You are therefore advised to check this page from time to time.
- 10.2 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.

11. Contacting Us

Should you wish to contact us please email enquiries@nebrcentre.co.uk

12. Law and Jurisdiction

These Terms and Conditions, and the relationship between us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England and the English courts shall have exclusive jurisdiction over any dispute arising in relation to this website or the subject matter of these terms and conditions.