

## THE NORTH EAST BUSINESS RESILIENCE CENTRE WEBSITE TERMS & CONDITIONS

This document details the terms and conditions of the use of our website [www.nebrcentre.co.uk](http://www.nebrcentre.co.uk) associated sub-domains and social networking profiles (“the Website”).

The Website is operated by the North East Business Resilience Centre (collectively referred to as “NEBRC”, “we”, “us” and “our” in this Privacy Policy), a company registered in England with registered number 12521480 and registered address at Carbrook House, Carbrook Hall Road, Sheffield, S9 2EH.

These terms and conditions of use (“the Terms”) contain the following information:

1. [Acceptance and amendment of the Terms](#)
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### 1. **Acceptance and amendment of the Terms**

By using the Website, you confirm that you accept these Terms and that you agree to comply with them.

These Terms of use refer to and incorporate the following additional terms, which also apply to your use of our Website:

- Our Privacy Policy
- Our Cookie Policy
- Our Terms and Conditions of Business, where applicable; and,
- Any other agreement we enter into with you.

If you do not agree to these Terms, you must cease to use our Website immediately and desist from using our Website in future.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

We amend these Terms from time to time. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. By continuing to use the Website after changes to these Terms are made, you will be deemed to have unequivocally agreed to be bound by such changes.

We may transfer our rights and obligations under these Terms to another organisation.

We recommend that you print a copy of these terms for future reference.

## **2. Content of our Website**

Our Website is made available free of charge. Our Website is directed to those resident in England and Wales. We do not represent that content available on or through our Website is appropriate for use, or available, in other locations.

We may update and change our Website from time to time, including to reflect changes to our services, our users' needs, to maintain security and to provide information regarding recent developments.

The content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

You should pay attention to the date on which any content was posted. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date. Nor do we guarantee that the Website and its content will be free from errors or omissions.

We do not guarantee that our Website, or any of its content, will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or restrict the availability of all or any part of our Website, or alter its content, without notice and at our complete and absolute discretion. We will not be liable to you if for any reason the Website, or any of its content, is unavailable at any time or for any period.

## **3. Third-party and User-Generated Content**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval or endorsement by us of those linked websites or information, goods or services you may obtain from them or advertised through them. We have no control over the contents of those sites or resources.

This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

If you wish to complain about content uploaded by other users, please contact us at [enquiries@nebrcentre.co.uk](mailto:enquiries@nebrcentre.co.uk)

## **4. Acceptable use**

You are responsible for making all arrangements necessary for you to have access to the Website at your own cost.

You may use our site only for lawful purposes.

You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;

- to bully, insult, intimidate or humiliate any person or to otherwise conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
- impersonate or make any misleading representations about any other person while using the Website;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms;
- to generate, transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- use any automatic or manual process to search or harvest information from the Website;
- to attempt to gain unauthorised access to the Website or any part of it, the server on which the Website is stored or any server, computer or database connected to the Website; or,
- as the target of an attack via a denial-of-service attack or a distributed denial-of service attack.

You also agree not to:

- reproduce, duplicate, copy or re-sell any part of our Website or the software which underlies the Website otherwise than as permitted by these Terms; and,
- access without authority, interfere with, damage or disrupt or violate any of the policies, procedures or regulations of:
  - any part of our Website;
  - any equipment or network on which our Website is stored or to which it is connected;
  - any software used in the provision of our Website; or
  - any equipment or network or software owned or used by any third party.

Failure to comply with these terms may constitute a criminal offence under the Computer Misuse Act 1990 and/or the Malicious Communications Act 1988 or other legislation. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity and other data held about you to them. In the event of such a breach, your right to use the Website will cease immediately.

Whenever you make use of a feature that allows you to upload content to our Website, or to make contact with other users of our Website, you must comply with the applicable content standards detailed in this clause and generally throughout these Terms. You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the applicable content standards.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You agree that we are entitled to use any comments, information or ideas in such content, without compensation, acknowledgment or payment to you, for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying

or improving the Website or other products and services. You also grant other users of our Website a limited licence to use, store and copy that content and to distribute and make it available to third parties. You are solely responsible for securing and backing up your content.

We have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Website is unlawful, including where it constitutes a violation of their intellectual property rights, or of their right to privacy.

You may link to our home page, or to our blog, provided you do so in 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 none exists. You must not establish a link to our Website in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice. The website in which you are linking must not:

- be defamatory of any person;
- unlawfully process personal data;
- be obscene, offensive, hateful or inflammatory;
- bully, insult, intimidate or humiliate;
- promote sexually explicit material;
- include child sexual abuse material;
- promote unlawful violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be in contempt of court;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- impersonate any person, or misrepresent your identity or affiliation with any person;
- give the impression that it emanates from us, if this is not the case;
- advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; and/or
- contain any advertising or promote any services or web links to other sites.

If you wish to link to or make any use of content on our site other than that set out above, please contact us at [enquiries@nebrcentre.co.uk](mailto:enquiries@nebrcentre.co.uk)

## **5. Security**

While we take appropriate cyber security measures, we cannot guarantee that the Website will be secure or free from any bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [enquiries@nebrcentre.co.uk](mailto:enquiries@nebrcentre.co.uk)

## **6. Intellectual property**

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our Website for your personal non-commercial use and you may draw the attention of others within your organisation to content posted on our Website. 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. Our status (and that of any identified contributors) as the authors of content on our Website must always be acknowledged.

You must not use any part of the content on our Website for commercial purposes without obtaining a licence to do so from us or our licensors. Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website (or any part of it) without our prior express written consent.

If you print off, copy or download any part of our Website in breach of these terms of use, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. We reserve the right to terminate your limited licence in respect without notice at any time following any alleged unauthorised use by you of our Website.

The North East Business Resilience Centre and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of the North East Business Resilience Centre. They may not be used without our prior express written consent.

All other trademarks not owned by the North East Business Resilience Centre that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by us. We accept no liability for any unauthorised use of any trademarks by you or third parties.

## **7. How we make use of your personal data**

You provide us with information when you register on the Website and provide us with additional content. We also collect information relating to your usage history of our site.

By downloading, using and/ or accessing in any way the Website and/or material provided through the Website, you consent to receiving electronic communications and notices from us.

We use your personal information in accordance with our Privacy Policy and our Cookies Policy.

## **8. Liability**

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

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

- use of, or inability to use, the Website; or
- use of or reliance on any content displayed on the Website.

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

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

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

If you are a consumer user, we only provide our site for your domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your mobile telephone, smartphone, tablet, computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content on it, or on any website linked to it.

We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that our Website may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

You acknowledge that you provide personal information at your own risk. Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. We accept no liability for any losses associated with any unauthorised use.

You agree to indemnify and hold the North East Business Resilience Centre, its shareholders, directors, officers, employees, agents and partners harmless from and against any third-party claim or cause of action, including reasonable legal fees and court costs, arising, directly or indirectly, out of your misuse of the Website or your violation of any law or the rights of any third party.

## **9. Jurisdiction**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the law of England and Wales. You and we agree to the exclusive jurisdiction of the courts of England and Wales.

## **10. General**

These Terms are agreed between you and us.

These Terms set forth the entire understanding and agreement between you and us with respect to the subject matter hereof.

Our business is the provision of cyber security guidance and services. Any services agreed between us and you relating to the provision of the services by us will be subject to a separate agreement and will be governed by the terms therein.

No other person shall have any rights under or connection with these Terms under the Contracts (Rights of Third Parties) Act 1999.

You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms without our prior express written consent. We may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under these Terms.

Our failure to enforce any provision of these Terms shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.

We reserve the right to terminate these Terms for any reason, without notice, and these Terms shall automatically terminate in respect of you in the event that you violate any of these Terms set forth herein (without prejudice to our accumulated rights against the User). In the event of any termination, you will immediately cease to be able to use the Website.

In the event of termination, the following provisions of these terms shall be deemed to have survived termination: 2 (Content of the Website); 4 (Acceptable Use); 6 (Intellectual Property); 8 (Liability); 9 (Jurisdiction); and, 10 (General).

If any court or competent authority decides that any term of these Terms is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law and interpreted in a manner that is consistent with the commercial interests of the parties.

You agree that any notice, agreement, disclosure or other communication that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Notices may only be served to the North East Business Resilience Centre at the following address: Carbrook House, 5 Carbrook Hall Road, Sheffield, S9 2EH and will be deemed to have been received:

- if delivered by hand, at the time proof is obtained that the notice was left at the address or given to the addressee; or
- in the case of pre-paid first class UK post or the other next working day delivery service, at 9:00 am on the fifth (5th) day after posting or at the time recorded by the delivery service.

**Last updated: February 2021.**