

Conditions of use and sale

1. General

This website, www.britsafe.org (the "**Website**") is operated by British Safety Council, also referred to in these Conditions of Use and Sale as "we", "us" or "our".

This page and other documents referred to by it, set out the Conditions of Use of our Website, the **Terms of Business** governing the sale of goods and services (both via the Website and via other means), the **Safety Network & Safety-inform Lite Terms and Conditions** and give details of our **Privacy Notice**. Please read these carefully before you use our Website. By using the Website, you indicate that you accept these Conditions of Use and **Terms of Business**, and that you agree to abide by them (collectively referred to as Terms). If you do not agree to any of these Terms, please refrain from using the Website immediately.

We may revise these Terms and our Privacy Notice at any time by posting an updated version on the Website. You should visit this page periodically to review the most current Terms as they are binding on you. All changes shall be effective immediately upon being posted on the Website. Any use of the Website after such notice shall be deemed to be an acceptance of these changes by you.

2. Eligibility

In order to access or use the Website, you agree and understand that this Website and the contents are intended for people who are 18 years of age or above and hereby represent that you are 18 years of age or above.

3. Conditions of Use

3.1. Accessing the Website

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice and for any reason whatsoever. We shall not be liable if for any reason the Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts or all the Website, to users who have opened an account with us (see 3.8 below).

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, and 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 opinion you have failed to comply with any of the provisions of these Terms.

We do not warrant or represent that the Website shall be uninterrupted, error-free, or completely secure. You acknowledge that there are risks inherent in operating conditions, internet connectivity, third party software components and other reasons beyond our control that could result in the loss of content or unavailability of services or loss of any other information relating to activities carried out through the Website.

3.2. Reliance on information posted

All material posted on the Website is intended for information purposes only and does not represent professional advice on which reliance should be placed. You are hereby placed under notice that you should take appropriate steps to verify such information. You should act or refrain from acting on the information contained in the Website without first verifying the information and as necessary obtaining legal and/or professional advice.

3.3. Our liability

We make no representations or warranties whatsoever as to the accuracy of the information contained on the Website. We have no control over the content and we do not have an obligation to review or modify the content made available to you through the Website. To the extent permitted by applicable laws, we expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

We expressly disclaim all liability and responsibility for any direct, indirect or consequential loss or damage incurred by any user arising from the use of the Website and/or due to reliance placed on materials posted on the Website by any visitor to the Website and by anyone who may be informed of any of their contents, or from the use or inability to use the Website, whether directly or indirectly, resulting from inaccuracies, defects, errors, whether typographical or otherwise, omissions, out of date information or otherwise, even if such loss was reasonably foreseeable and we had been advised of the possibility of the same. Direct, indirect or consequential loss and damage shall include but not be limited to loss of profits or contracts, loss of income or revenue, loss of business, loss of goodwill, and wasted expenditure or management time.

Nothing in these Terms shall exclude our liability for death or personal injury resulting from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable laws.

3.4. Viruses, hacking and other offences

The user agrees that material downloaded or otherwise accessed through the use of the Website is obtained entirely at the user's own risk and that the user shall be entirely responsible for any resulting damage to software or computer systems and/or any resulting loss of data, even if such loss and damage was reasonably foreseeable and we had been advised of the possibility of the same.

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

We shall 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 the Website or to your downloading of any material posted on them, or on any website linked to them.

3.5. Linking to the Website

You may link to the Website, 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.

You must not establish a link from any website that is not owned by you.

The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in our acceptable use policy.

3.6. Third party websites

We do not accept any liability or responsibility for any third-party websites that can be accessed through the Website or for any loss or damage that may arise from your use of them. We do not endorse or approve the contents of any such site and these links are provided for your information only.

3.7. Intellectual property rights

Except where expressly stated to the contrary, all intellectual property rights in the Website including in any text, graphics, information, motifs, logos, designs and databases contained in this Website including the domain names, organisation and layout of the site and the software used in relation to the Website are owned by us or our licensors.

You may not reproduce or store any part of this site in any other web site, document management system or electronic retrieval system (via screen-scraping or otherwise) without our prior written permission.

3.8. Your account

In order to access certain facilities and information or purchase goods and services through this Website, you may be required to create an account. If you create and use any account you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer and devices, and to the extent permitted by applicable laws you agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be used in an unauthorised manner. You are responsible for ensuring that the details you provide us with are correct and complete, and for informing us of any changes to the information you have provided. You can access and update much of the information you have provided us with, including your account settings, in the Your Account Area of the Website.

We may suspend or terminate your access to the Website, without any prior notice to you, upon receipt of any notice or communication from any user or any governmental authority, self-regulatory agency or any other person or in case in our opinion you have violated these Terms or any other provision of applicable laws or regulations and standards prescribed by the self-regulatory agency in connection with the use of the Website.

Further, we may suspend or limit your access to the Website if we determine, in our sole opinion, that:

- (a) You have misrepresented any information you have provided to us;
- (b) You are ineligible to access this Website in accordance with applicable laws; and
- (c) You are in breach of any of the Terms

4. Terms of Business

The **Terms of Business** govern the sale of goods and services by us to you via the Website and other means. When you use this Website to purchase Products, you shall also be subject to our Terms of Business.

When ordering goods from us for delivery outside of the UK you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, when ordering from us, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the products.

5. Safety Network & Safety-inform Lite Terms and Conditions

By using the Safety Network or Safety-inform Lite components of the Website, you indicate that you accept the **Safety Network & Safety-inform Lite Terms and Conditions**.

6. Indemnity

You agree to indemnify, defend and hold us, our affiliates and their respective employees, directors, agents and assigns harmless from and against any and all damages, claims, suits, actions, causes of

action, demands, liabilities, losses, costs and expenses arising out of or resulting from any claim from breach of these Terms by you.

7. **Our details**

British Safety Council is a company limited by guarantee registered in England and Wales (No. 04618713) and registered as a charity in England and Wales (No. 1097271) and Scotland (No. SC037998) whose registered office is at 70 Chancellors Road, London W6 9RS.

8. **Privacy Notice**

Our [Privacy Notice](#) sets out the basis on which any personal data we collect from you, or that you provide to us, shall be processed by us. Please read the policy following carefully to understand our practices regarding your personal data and how we shall treat it.

9. **Cookies**

Our Website uses “cookies”, which are text files placed on your computer, to collect standard internet log information and visitor behaviour in an anonymous form. This information generated by the cookie about your use of the Website (including your IP address) is transmitted to Google Analytics. This information is then used to evaluate visitors’ use of the Website and to compile statistical reports on Website activity.

We shall not (and shall not allow any third party) to use the statistical analytics tool to track or to collect any personally identifiable information of visitors to our site. We shall not associate any data gathered from this Website with any personally identifying information from any source as part of our use of the Google statistical analysis tool. Google shall not associate your IP address with any other data held by Google. Neither we nor Google shall link, or seek to link, an IP address with the identity of a computer user.

10. **Accessibility**

We intend to produce this Website to conform with international Web Content Accessibility Guidelines. If you require any of our information in another format, or help finding a document, please contact us.

11. **Applicable law**

These Conditions of Use and Sale are governed by and shall be construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.