

# British Safety Council

## Safety Network & Safety-inform Lite Terms and Conditions



### Introduction

1. By using the Safety Network or Safety-inform Lite section of the website [www.britsafe.org](http://www.britsafe.org) you give your express agreement to the provisions of this Safety Network & Safety-inform Lite Agreement (this "**Agreement**").

### Parties

2. This Agreement for the provision of the Service is subject to the terms and conditions set out in this document and is between **British Safety Council**, 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, and you the customer.

### Service

3. In this Agreement:

"**Us**", "**we**" or "**our**" means the **British Safety Council**.

"**You**" or "**your**" means the persons who are our customer for the Service.

"**Data Protection Legislation**" means as they apply to each of us: (a) the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, (b) the General Data Protection Regulations (Regulation (EU) 2016/679) ("GDPR"), until such time as it may cease to apply in the UK; (c) any legislation ratifying or otherwise adopting, replacing or supplementing GDPR in the UK; and (d) in respect of your obligations, any other laws and regulations relating to natural persons relevant to your obligations in any other jurisdictions.

"**Service**" means an internet based means of accessing the information and features known as "Safety Network", "Croner-i HR" or "Safety-inform Lite";

"**Site**" means the Safety Network or Safety-inform Lite sections of the website [www.britsafe.org](http://www.britsafe.org)

"**Terms of Business**" means our standard [terms of business](#) as issued and amended by us from time to time.

4. This Agreement shall also apply to you during any trial period.

### Licence

5. Subject to:

- 5.1. You purchasing membership subscriptions from us in accordance with our Terms of Business; and
- 5.2. the terms and conditions of this Agreement,

We hereby grant to you a non-exclusive non-transferable licence to access and use the Service.

### Amendments to the Service

6. Particular programs, information and facilities may be amended from time to time provided that any such changes will not substantially diminish the quality or scope of the Service.

### Changes to this Agreement

7. We reserve the right to add to or change the terms of this Agreement at any time. It is your responsibility to check the terms on accessing this site.

### Duration

8. This Agreement may be terminated by us or you at any time.

### Permitted Acts - Use

9. In this clause 9:

"**Data**" means any information available on the Service;

"**Extract**" means insubstantial extracts from the Data; and

"**Work Product**" means your own documents, memoranda, advices, briefs and other materials whether in print or in electronic form created by you in the regular course of your principal business.

10. You may:

10.1. view Data (or parts thereof) on screen;

10.2. print Data (or parts thereof);

10.3. copy and supply an Extract (whether in hardcopy or electronically) to anyone within the same organisation; and

10.4. reproduce an Extract in Work Product and supply in accordance with 10.3 above.

### Permitted Acts - Storage

11. You may store (whether in hardcopy or electronically or both) Extracts (which may be incorporated in any Work Product) provided such stored material shall not be stored or used in any form of database whether current or archival the main purpose of which is for the storing and/or providing access to know-how.

### Permitted Acts - Limitations

12. Except as expressly permitted by this Agreement or as made available to you as part of the functionality of the Service, you may not in respect of the Data (or any part thereof) or Extracts ("Material"):
  - 12.1. copy, download, store, publish, transmit, transfer, sell or otherwise use the Material in any form or by any means;
  - 12.2. re-use, assume, decompile, reverse engineer, disassemble, attempt to discern the source code or interfere in any way with the Material;
  - 12.3. modify or make any alterations, additions or amendments to the Material;
  - 12.4. combine the whole or any part of the Material with any other software, data or material;
  - 12.5. create derivative works from the whole or any part of the Material; or
  - 12.6. sell, licence or distribute the Material to third parties or use the Material as a component of or as a basis for any material offered for sale, licence or distribution.
13. You shall use your reasonable endeavours to keep any Data stored (as permitted under this Agreement) secure and to prevent any third party duplicating or otherwise reproducing the same in whole or in part.
14. You shall, on notice from us or the copyright holder, immediately erase, delete and destroy all Material in its possession or control.

### **Copyright**

15. You acknowledge that the copyright, trademarks, and all other intellectual property rights subsisting or used in connection with the Material and the Service are the property of Croner Group Limited whose registered office is at Croner House, Wheatfield Way, Hinckley, Leicestershire, LE10 1YG ("CRONER") (or its licensees) or us, apart from your existing copyrights and trademarks. We warrant that it has all necessary rights to permit you to use the Service as set out in this Agreement.

### **User name and password**

16. We shall provide you with the relevant user names and passwords to the Service via the single sign on procedure. You must not disclose and must procure that the users do not disclose these user names and passwords to any third party.

### **Warranties**

17. The Service is provided, subject to clause 15, only "AS IS" without warranty of any kind, express or implied, including but not limited to warranties of performance, availability, merchantability, fitness for a particular purpose, accuracy, omissions, completeness, currency, timeliness, delays.

### **Liability**

18. We and CRONER shall not be liable to you in contract, tort, delict or otherwise for any direct loss or any consequential loss including loss of revenue business, anticipated savings or profits, loss of goodwill or data howsoever arising suffered by you in connection with the Service (whether or not caused by the negligence of us or CRONER).
19. Further we and CRONER shall have no liability whatsoever for any liability of you to any third party which might arise in connection with your use of the Service.
20. None of the terms of this Agreement shall operate to:
  - 20.1. exclude or restrict liability for fraud or for death or personal injury resulting from the negligence of us and CRONER; or
  - 20.2. affect statutory rights where this Agreement is entered into as a consumer transaction (as defined by the Consumer Transaction (Restriction on Statements) Order 1976 as amended).

### **Disclaimer**

21. Certain elements of the Service may contain material submitted by third parties or links to third party websites. We and CRONER accept no responsibility for the content or accuracy of such material or websites. It is a condition of use that all users accept full responsibility for the content they submit to the site.
22. Where material can be posted to the Service it is a condition of use of the Service that you accept full responsibility for the content they submit. You warrant that you will not post material that is obscene, indecent, objectionable, libellous, in breach of the Official Secrets Act or is racially prejudicial and further that publication of such content will not expose us and CRONER to any civil or criminal proceedings. Without limiting the foregoing, we and CRONER shall have the right to remove any material from the Service that violates this Agreement, or it deems (in its sole discretion) to be otherwise objectionable.
23. The information provided to you by or in relation to the Service (including but not limited to Email Alerts, Helplines, Newsletters) ("Information") constitutes general information about English law. You should neither act nor refrain from action, on the basis of such Information. Nothing in the Service or the Information constitutes legal advice. You should always consult a suitably qualified lawyer on any specific legal problem. We and CRONER disclaims all responsibility for all consequences of you acting on, or refraining from acting in reliance on the Information.

24. The opinions expressed in this Service are those of the individual authors and contributors and not necessarily those of us or CRONER.

### **Entire Agreement**

25. This Agreement, together with any documents referred to herein, contains the whole agreement between the parties relating to your use of the Service and supersedes all previous agreements (if any) between such parties in respect of such matters, other than any confidentiality or non-disclosure agreement, which the parties may have signed prior to the commencement of this Agreement, and which shall continue to govern any exchanges of information.

26. If there is any ambiguity or conflict between this Agreement and the terms of any other agreement to which the supply of the Service to you is expressed to be subject, then the terms of this Agreement shall prevail, but only to the extent of such ambiguity or conflict.

### **Confidentiality and data protection**

27. Your data stored using the Service "save" functionality will be kept confidential and only used for the performance of this Agreement.
28. The terms "Data Processor", "Data Subject", "Personal Data", "process", "processing", "transfer", and "appropriate technical and organisational measures" shall be interpreted in accordance with the applicable Data Protection Legislation.
29. Both parties shall comply with the Data Protection Legislation as it applies to them in connection with this Agreement.
30. Where you transfer or otherwise make available Personal Data to us or CRONER in relation to this Agreement, you shall ensure that: (i) you have the necessary rights to transfer or make available such Personal Data to us or CRONER (including that you have, or have procured, the necessary legal authority, permissions and/or consents for us and CRONER to process the Personal Data to provide the Products); (ii) your instructions to us and CRONER comply with (and will not cause us to be in breach of) the Data Protection Legislation; and (iii) that you have taken reasonable steps to ensure that the Data Subjects are aware of the nature of the processing to be undertaken.
31. Where we (or CRONER on our behalf) process Personal Data as a Data Processor on your behalf we shall:
  32. Only process such Personal Data in accordance with your written instructions from time to time (including as set out in this Agreement) or as required for us to provide, manage or facilitate the provision of the Products, and only in respect of the subject matter, duration, nature and purpose of the Products, and the type of Personal Data and categories of Data Subject relevant to the Products;
  33. Ensure that only persons authorised by us process such Personal Data and that such persons are subject to appropriate obligations to maintain the confidentiality of such Personal Data;
  34. Taking into account the (i) state of the art, (ii) cost of implementation, (iii) nature, scope, context and purpose of processing, and (iv) the risk and severity of potential harm, protect such Personal Data by putting in place technical and organisational measures to protect such Personal data from a data breach;
  35. Taking into account the nature of our processing, put in place appropriate technical and organisational measures, insofar as possible, to assist you to fulfil, at your cost, your obligations to respond to Data Subjects' requests to exercise their rights under the Data Protection Legislation over such Personal Data;
  36. Where reasonably requested, and taking into account the nature of our processing and the Products and the information

available to us, assist you, at your cost, in complying with your obligations under the Data Protection Legislation in respect of such Personal Data;

37. When we cease providing the Products to you, and at your choice, either delete or return such Personal Data to you and delete such copies of such Personal Data, unless applicable law or regulation requires storage of such Personal data or deletion of such Personal data is not technically possible, using all reasonable efforts;
38. Subject to reasonable access arrangements being agreed with us and save for disclosure of information which is confidential and/or privileged (or where access is otherwise restricted by applicable law or regulation), make available to you all relevant information necessary to demonstrate compliance with our obligations under this clause 35 and allow for and contribute to audits, including inspections, conducted by you or another auditor mandated by you, at your cost;
39. Be permitted to appoint other processors to process such Personal Data, provided (i) they process the Personal Data only for such purposes of assisting us with the performance of our obligations under this Agreement, (ii) we enter into a written agreement with them requiring them to process the Personal Data only in accordance with your or our written instructions, and to comply with obligations equivalent in all material respects to those imposed on us under this clause 35; and
40. Not to process or transfer such Personal Data outside of the UK or EEA unless (i) an adequacy finding has been made under the Data Protection Legislation that the relevant jurisdiction provides an adequate level of protection; or (ii) we have put in place appropriate safeguards as required under the Data Protection Legislation for such processing or transfers.
41. Where you instruct us to transfer Personal Data to anyone other than a processor engaged by us, you are responsible for ensuring that adequate arrangements are in place for such transfer as required by the Data Protection Legislation.

**Law and jurisdiction**

42. This agreement will be governed by English Law. The English courts will have exclusive jurisdiction over any disputes arising under this agreement.