

## **Discovering Safety website and Members' area.**

### **Terms of Use Agreement**

The following terms of use agreement sets out your rights and obligations as a member ("Member") in respect of your use of the Discovering Safety website and certain access-controlled portions of the website, the "Members' Area".

### **Acceptance**

It is important that you read the following terms and conditions carefully.

This terms of use agreement ("Agreement") is a legal agreement between you and the Health and Safety Executive ("HSE"), the owner and operator of this website, including, without limitation, the Members' Area (the "Website"). It states the terms and conditions under which you may access and use the Website and all written and other materials displayed or made available through the Website, including, without limitation, text, images, data files, computer software and code (the "Content"). By accessing and using the Website, you are indicating your acceptance to be bound by the terms and conditions of this Agreement, including without limitation the Privacy Policy [<https://www.hse.gov.uk/privacy.htm>], set out below.

If you do not accept these terms and conditions, you must not access or use the Website.

HSE may revise this Agreement at any time by updating this posting. Use of the Website after such changes are posted will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement.

You may be required to indicate your acceptance to be bound by these terms and conditions on initial log-in before you will be allowed to access or use the Members' Area. By clicking "I AGREE" (or its equivalent), you are indicating your acceptance to be so bound. If you do not accept these terms and conditions as indicated on your initial log-in, you will not be allowed to enter the Members' Area. This "click-through" may only appear on initial log-in to the Members' Area. HSE may revise such additional or other terms and conditions from time to time. In such circumstances, you may be asked to agree to the revised versions that shall supersede the terms and conditions of the prior versions.

You agree that electronic pages of the Website are the equivalent of written documents and that your signifying agreement or acknowledgement by "clicking" any buttons, stating "agree", (or its equivalent) or by typing "agree" (or its equivalent) where prompted by the Website shall have the same legal effect as if you had placed your signature by hand and provided hard-copy versions of such pages to HSE with the intention to be legally bound.

You must create a unique user ID and password to access the Members' Area. Your user ID and password are for your personal use only. You are responsible for maintaining the confidentiality of your user ID and password and are responsible for all activities that occur under your ID and password. You agree to notify HSE immediately of any unauthorized use of your user ID or password or any other breach of security. HSE will not be liable for any loss or damage arising from your failure to protect your user ID or your password.

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Non-members are not required to create a unique user ID and password to access the public area of the Website.

You agree that you will apply reasonable good practice with respect to password selection to ensure your password is of an appropriate strength and that you shall change your password as prompted by the Website to reduce the potential for unauthorised use.

You agree that, by accessing the Members' Area using your user ID and password, HSE may use your user ID and password as the means to authenticate your identity for the purposes of using the Members' Area.

### **Use of the public area of website**

Subject to your acceptance to be bound by the applicable additional or other terms and conditions, HSE authorises you to access and use the public area of the Website for your personal, professional, and non-commercial use in accordance with the terms and conditions of this Agreement. The information on the public area of the Website is for informational purposes only. You should not use any information contained on the Website as a substitute for legal regulations within your current country of residence or work. You should not act or abstain from acting based upon information obtained from the Website without first consulting appropriate professional advisors.

### **Members' Area**

HSE authorises you to access and use the Members' Area in relation to your interest and participation in ongoing development projects in accordance with the terms and conditions of this Agreement. Any information contained in the Members' Area is provided by HSE or Members for the purposes of evaluation and discussion in the context of ongoing development projects.

The Website and Members' Area may contain resources of a more general nature that are presented for general use purposes. The information contained within such resources is for informational purposes only; it is not a replacement for legal regulations or guidance in your current country of residence or work. Ideas and approaches contained within such resources do NOT replace or supersede current HSE policy or guidance.

### **Members' Area limited license**

Subject to the terms and conditions of this Agreement, you are hereby granted a personal, limited, non-transferable and non-exclusive license to access, view and use the Members' Area and the Content in relation to your interest and participation in ongoing develop projects. You are granted the right to download, store and/or print single copies of items comprising the Content for evaluation and use in relation to the development projects, provided that you maintain all copyright and other notices contained in such Content. You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Members' Area. In the event of a conflict between the terms of a specific instruction or license governing specific Content and this Agreement, the terms of the specific instruction or license shall take precedence.

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### **Communications**

HSE has provided, or intends to provide, a messaging platform for Members seeking to communicate with both the Discovering Safety team and with other Members involved in ongoing development projects. You agree that you will use the messaging platform solely to share information and experiences in connection with such ongoing development projects.

HSE will make reasonable efforts to monitor and moderate the messaging platform. As with any electronic communication, HSE cannot and does not represent, warrant or covenant that communications sent within the Members' area using the messaging platform will under all circumstances be secure, not intercepted or subject to delay, data corruption or unauthorised access by current or future means.

If you wish to transmit sensitive files, documents or other materials to the Discovering Safety team or to other parts of HSE electronically, this should be done via your personal or professional email.

You agree that you will not upload or transfer any files, documents or materials:

- (i) which are unlawful, abusive, defamatory or obscene including without limitation any such material constituting or encouraging conduct that would constitute a criminal offence, create civil liability or otherwise violate any local provincial, national or international law or regulation; or
- (ii) which knowingly contains a virus or other harmful component(s).

You also agree that copies of all communication between you and HSE using the messaging platform and copies of the files, documents and other materials that you forward to HSE through the Members' Area of the Discovering Safety Website become the property of HSE.

### **Disclaimer**

The Website and the Content is provided "AS IS" and "AS AVAILABLE" without any representation or endorsement made and without warranty of any kind, whether expressed or implied. While HSE tries to provide information that is correct, accurate, complete, current, reliable, and timely, HSE makes no representation or warranty regarding the Website and the Content including, without limitation, the implied warranties that:

- (i) the Website or Content will always be of satisfactory quality, fitness for a particular purpose, compatibility, correctness, accuracy, completeness, currency, reliability, non-infringement or timeliness;
- (ii) that the operation of the Website will always be uninterrupted or error-free;
- (iii) that defects or errors in the Website or the Content, be it human or computer error, will be corrected;
- (iv) that the Website will be free from viruses or harmful components; and
- (v) that communications to or from the Website will be secure and/or not intercepted.

To the maximum extent permitted by law, HSE hereby disclaims all representation and warranties, whether express or implied, or arising by course of action.

## **Discovering Safety website and Members' area.**

### **Limitation of Liability**

While HSE endeavours to provide accurate and current information on the Discovering Safety website, in no event shall HSE, its Board, Executive Committee, leaders, staff, including the Discovering Safety team, and their respective successors and assigns, be liable for damages of any kind including without limitation any direct, special, indirect, punitive, incidental or consequential damages incurred in connection with your use, misuse or reliance upon the Website or Content, or your inability to use the Website, regardless of the cause and whether arising in contract (including breach), tort (including negligence), or otherwise.

The foregoing limitation shall apply even if HSE knew of or ought to have known of the possibility of such damages. You acknowledge and agree that your access to and use of the Website and the Content is entirely at your own risk and liability.

### **Copyright**

The Website and the Content are protected by Crown Copyright via copyright and other intellectual property laws, and are owned by or vested in HSE, on behalf of the Crown, or its licensors or such third-party accredited as the provider of the Content.

Except as granted in the limited license herein, any use of the Website or its Content, including modification, transmission, publication, distribution, republication, or other exploitation of the Website or of its Content, whether in whole or in part, is prohibited without the express prior written consent of HSE.

### **Public Area Limited license**

Subject to the terms and conditions of this Agreement, you are hereby granted access to view the Website and the Content in the Public Area of the Website and to re-use it under the terms of the [Open Government Licence](#). The preferred acknowledgement is 'Contains public sector information published by the Health and Safety Executive through its Discovering Safety Programme and licensed under the Open Government Licence'.

You must also abide by any additional requirements governing the use of any specific Content that may be set out in the Website. In the event of a conflict between the terms of a license governing specific Content and this Agreement, the terms of the specific license shall take precedence.

Some images, illustrations and other material contained in the public area may not be owned by the Crown and cannot be reproduced without permission from the copyright owner. To request permission to re-use such content please contact [discoveringsafety@hse.gov.uk](mailto:discoveringsafety@hse.gov.uk) in the first instance.



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**Trademarks**

HSE and the HSE logo are trademarks of HSE. Discovering Safety, Lloyds Register Foundation and other names, words, titles, phrases, logos, designs, graphics, icons and trademarks displayed on the Website may constitute registered or unregistered trademarks of HSE, Discovering Safety Members or other third parties. While certain trademarks of third parties are used by HSE with permission or under license, the display of such third-party trade-marks on the Website should not be taken to imply any relationship between HSE and the owner of the trade-mark or to imply that HSE endorses the products, services, procedures, business, or other information of the owner of said trademark.

**Linking**

The Website may contain links to third-party websites. These links are provided solely as a convenience to you and not as an endorsement by HSE of any third-party website or the content thereof. HSE does not make any representation or warranty of any kind regarding any third-party website including without limitation any representation or warranty regarding:

- (i) the legality, accuracy, reliability, completeness, timeliness or suitability of any content on such third-party websites;
- (ii) the merchantability and/or fitness for a particular purpose of any third-party websites or material, content, software, goods, or services located at or made available through such third-party websites; or
- (iii) that the operation of such third-party websites will be uninterrupted or error free, that defects or errors in such third-party websites will be corrected, or that such third-party websites will be free from viruses or other harmful components.

While HSE encourages links to the Discovering Safety Website, it does not wish to be linked to or from any third-party website which contains, posts or transmits any unlawful or indecent information of any kind, including, without limitation:

- (i) any content constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any local, state, provincial, national, international law or regulation which may be damaging or detrimental to the activities, operations, credibility or integrity of HSE or any of its Members; or
- (ii) any website which contains, posts or transmits any material or information of any kind which violates or infringes upon the rights of others, including material which is an invasion of privacy or publicity rights, or which is protected by copyright, trademark or other proprietary rights.

HSE reserves the right to prohibit or refuse to accept any link to the Discovering Safety website, including, without limitation, any link which contains or makes available any content or information of the foregoing nature, at any time. You agree to remove any link you may have to the Discovering Safety website upon the request of HSE.



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**Modification to the website**

HSE reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without written notice. You agree that HSE shall not be liable to you or any third party for any modifications, suspension or discontinuance of the Website or any part thereof.

**Downtime**

You acknowledge that the Website and any part thereof may be periodically unavailable in order to allow for maintenance.

**Unauthorised use**

Unauthorised attempts to defeat or circumvent security features, to use the Website or Content for other than intended purpose(s), to deny or restrict service to authorised users, to access, obtain, alter, damage, or destroy information, or otherwise to interfere with the Website or its operation are not permitted. Evidence of any such acts may be used by HSE and disclosed to any appropriate authority to pursue criminal prosecution under English law or within such other jurisdictions as may apply.

**Waiver**

Any consent by HSE to, or waiver of, a breach of this Agreement which you have committed, whether express or implied, shall not constitute a consent to, or waiver of, any other, different or subsequent breach.

**Severability**

The invalidity or unenforceability of any provision of this Agreement, whether partial or complete, shall not affect the validity or enforceability of any other provision contained herein and any such invalid provision shall be deemed severable from the rest of this Agreement.

**Termination**

HSE may at its sole discretion terminate or suspend your right to use the Website, or any part of the Website, at any time without notice. In the event of such termination, or suspension, you are no longer authorised to access, view or use the Website, or the part of the Website affected by such termination or suspension. The restrictions imposed on you with respect to material downloaded from the Website, the disclaimers and the limitation of liability set forth in this Agreement, shall survive termination or suspension of this Agreement for any cause. HSE shall not be liable to you or any other party for such termination or suspension.

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**Entire agreement**

This Agreement, which includes a Privacy Policy [<https://www.hse.gov.uk/privacy.htm>], is the entire Agreement between you and HSE relating to your access and use of the Discovering Safety Website.

**Governing law and jurisdiction**

The Website is operated by HSE, acting through its Discovering Safety Programme team based at the HSE Science and Research Centre, Harpur Hill, Buxton, Derbyshire, SK17 9JN, United Kingdom. You agree that all matters relating to your access or use of the Website and its Content shall be governed by English law. Furthermore you agree and hereby submit (without limiting HSE's rights to bring proceedings in any other courts of competent jurisdiction, whether concurrently or not) to the exclusive and preferential jurisdiction of the courts of England with respect to all matters relating to your access and use of the Website and the Content as well as any dispute that may arise therefrom.

**Notices**

Questions or comments regarding the Website of a general information nature may be directed by email to [discoveringsafety@hse.gov.uk](mailto:discoveringsafety@hse.gov.uk)

Member questions concerning ongoing development projects can be sent to the above email address or via the messaging platform, accessible from the Members' Area.

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