

Terms and Conditions

Agreement Summary

This agreement outlines the Terms and Conditions of subscription to UK NARIC and UK NRP publications. By signing the Order Form you agree to use the software/ publication/ online database as a reference tool in line with these Terms and Conditions. The information contained in the publications is for your internal use only, and may not be distributed to any third parties. There are a number of supporting services available if you would like any more formal assessments or training. Please contact us to discuss your requirements or see our websites for details www.naric.org.uk & www.uknrp.org.uk.

UK NARIC's data and information shall be used as guidance for individual assessments only and should not be exhibited to any website or publication without consent or in any other distributed format which enables individuals to access the information without supervision.

Copyright

Copyright exists in the publication/ online database, which will be found on this Internet/Bound copy version. Copyright also exists in the licensed software, which enables this version to be accessed and read. The copyright in the text and graphics of this ECCTIS software/publication is owned by the Crown.

No part of the publication may be copied, added to, adapted, translated, decompiled or recompiled, reverse engineered or transferred (whether electronically or otherwise) onto any other computer system or medium, except as specifically provided for in this document.

Data

Whilst every effort is made to ensure accuracy, ECCTIS Ltd cannot be held responsible for any errors or omissions within the information on the publication. ECCTIS Ltd cannot be held liable for any direct, indirect or consequential damage or loss resulting from reliance on information contained on the publication, use, misuse, or malfunction of the publication itself.

ECCTIS Ltd reserves the right at any time to change, modify, or update the publication. ECCTIS Ltd shall be entitled to terminate access to the publication if you infringe the copyright, or in any other way breach this agreement.

For best results all publications should be run on Internet Explorer 5 or higher. ECCTIS Ltd will not be liable should the publication not function as intended if used with other browsers.

ECCTIS Ltd cannot be held responsible for errors caused by third party software.

Limitation of Liability

Whilst every effort is made to ensure the safety of our network ECCTIS Ltd is not liable for any viruses uploaded to the Website by third parties.

ECCTIS Ltd is not liable for any failure in respect of its obligations hereunder which result directly or indirectly from failure or interruption in software or services provided by third parties.

Licensing Agreement – Key Sites & Multi-sites

UK NARIC's online databases are licensed to a single site and must be used at the registered address only. A 'site' constitutes the one fixed address where the online database is to be used. Any sites outside the registered site will not be covered by one licence. UK NARIC has the facility to monitor and regularly check the point of access of all products in line with this licensing agreement. Multi-site licenses and special agreements are available on request for group or organization-wide licences. We will be happy to discuss your needs in detail to ensure you get the service and access you require.

Key Site

The Key Site is the site address given on the Order Form at the time of purchase. The first or only site is the key site. Multi-sites are available to cover any additional sites.

Multi-sites

Additional Sites or Laptop Licences are available for additional fixed sites or outreach work respectively. These may be purchased under joint agreement with the initial membership, or added in at a later stage as required. If you wish to use this software on any other computer system, you must first obtain the written consent of ECCTIS Ltd.

The software and the information contained on it may not be assigned, licensed, sold or transferred to any third-party by any physical or electronic means. This agreement shall be governed in all respects in accordance with English Law.

The publication is protected by copyright and may not be displayed except on a stand-alone, single screen computer system using the software materials or on a single site local area network (LAN).

Information Use

The production of multiple copies outside the range of the site licence or WAN beyond the range or scope of the site (s) licenced, on any medium is strictly forbidden (with the exception of parties who have negotiated a sub-licence agreement) as is the use of this publication/software on a wide area network (WAN), without the express written consent of ECCTIS Ltd. The sale of information contained on the publication version is strictly forbidden.

As a subscriber to this ECCTIS/ UK NARIC publication/ online database, you may print out, or save to disk, a single copy of comparability statements or other appropriate information so long as any such copy is for

your personal or internal corporate use only. Should you wish to have any formal statements, these are available from UK NARIC through the One-off Enquiry Service. Please contact the Membership Department for details t: +44 (0)871 330 7303, e: membership@naric.org.uk.

The publication/ online database is yours to access for the full duration of your membership, as detailed in the licence description above. At the end of each membership period you will be given the opportunity to renew the access for a further year/s.

Renewals

Subscription expiry date: This is completed by ECCTIS Ltd on receipt of your order. A reminder will be issued to all subscribers three months prior to the expiry date.

Duration of Membership

One subscription will allow access to the UK NARIC Information Service for a period of 12, 24 or 36 months only. Upon expiry of your subscription access to information on Internet version will no longer be available.

Payment

ECCTIS Ltd will undertake reserves the right to undertake references to check the credit-worthiness of organisations that subscribe to ECCTS Ltd/ UK NARIC/ NRP publications/ online databases/ software/ data sets.

Where credit terms are agreed with customers a strict 30 day credit from the date goods are received may be granted.

ECCTIS Ltd understands and will exercise its statutory right to claim interest (at 8% above The Bank of England base rate) and compensation for debt recovery, on all overdue debts, where necessary.

This legal right is given under the Late Payment of Commercial Debts [Interest] Act 1998, as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Payment Notes

Please note that in order to receive membership you must read the Terms and Conditions, sign and complete all of your details on the Order Form, whereby you agree to all of the Terms and Conditions outlined above.

Unless a credit agreement is formally arranged goods will only be supplied upon receipt of payment in full. Credit customers may be asked to complete, sign and return a Payment Form along with the relevant Order Form.

Cancellation & Refunds

For all publications once a signed order form is received by UK NARIC and access to the publication is given no refunds will be issued.

Data Protection Clause

Please be assured that the data you submit will be used purely for administrative and accounting purposes to supply you with the requested goods or services. This information will not be passed to any third parties.

General Terms

These Terms and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof and neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court or arbitrator may allow reliance on the same as being fair and reasonable.

No change, alteration or modification to this Agreement shall be valid unless in writing and signed by duly authorised representatives of both parties.

If any provision of this Agreement or part thereof shall be void for whatever reason, it shall be deemed deleted and the remaining provisions shall continue in full force and effect.

Neither party shall be liable for any loss suffered by the other party or be deemed to be in default for any delays or failures in performance hereunder (other than in relation to payment) resulting from acts or causes beyond its reasonable control or from any acts of God, acts or regulations of any governmental or supra-national authority.

Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder shall not be construed as a waiver of such provision or right thereafter to enforce the same.

This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Notes on the Subscription Order Form

- The address to which all correspondence, including updates, will be sent will be the one given on the order form. This will be the Licensed User Address. Queries submitted to the team of UK NARIC Information Officers will only be responded to if they come from a current subscribing organisation at the Licensed User Address.
- If the invoice address is different from the Licensed User Address, please provide written confirmation of this with the completed Order Form. Please note that no updates will be despatched if settlement has not been made within 90 days of the first part of the subscription.