

Basic User Terms

These terms (including the Privacy Policy and any other documents referred to) are the terms (the "Terms") which apply to your use of the website www.ns4p.co.uk (or its replacement or successor URL) and the services offered by us via that website (the "NS⁴P"). By using, visiting, or browsing the NS⁴P, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you should not use the NS⁴P, including our website and user interfaces.

BY CLICKING ON THE "ACCEPT" BUTTON OR TICKING THE BOX DEMONSTRATING YOU HAVE READ AND UNDERSTOOD THESE TERMS, YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MUST DISCONTINUE THE SUBSCRIPTION PROCESS NOW.

1. Use of the NS⁴P

1.1 'The Purpose' - The NS⁴P is made available by the National Skills Academy for Nuclear Limited (the "Skills Academy") to You, the person requesting access as an "Individual User". Being an "Individual User" means you are requesting access to the NS⁴P direct and not via any third party agency or employer; you wish to use the NS⁴P for your own professional purpose. The NS⁴P functionality to which You are allowed access may be used by You only under these terms and conditions of use ("Terms"). For the avoidance of doubt, you are entering into this agreement in a professional capacity and not as an individual consumer. Therefore consumer statutory rights shall not apply.

1.2 You will be given an Individual User account so that You only may access the NS⁴P system. Subject to these Terms You may download certain information from your account for your own purposes.

1.3 We allow you access to the NS⁴P as an Individual User on the following terms, which you agree and subject always to you warranting that:

- You will provide accurate, current and complete information about yourself on any registration forms on the NS⁴P system ("Registration Data");
- You will maintain the security of your user name and password;
- You will maintain and promptly update the Registration Data, and any other information you provide to us, to keep it accurate, current and complete;
- You are "Eligible" to access the NS⁴P as an Individual User ("Eligible" means that you are employed in a non-nuclear industry sector, or you are employed as an agency worker, or you are self-employed, or you are unemployed. and over 16 years of age)
- You will inform the Skills Academy if your status changes and you are no longer Eligible
- You are at all times responsible for providing accurate information on your NS⁴P record – qualifications and training records will be classed as unverified until they have been checked by either an agency or employer.
- You use the NS⁴P system in a responsible manner e.g. you must only give permission for agencies/companies to access your record after you have had a conversation with them and they have given permission for you to do so
- You are responsible for all actions taken under your username and password;
- You will not create additional registered user accounts for the purpose of abusing the functionality of the NS⁴P, or other users;
- You will not seek to pass yourself off as another person or user; and
- You will comply at all times with these Terms.

2. User Data

2.1 Use of the NS⁴P system is subject to the Skills Academy's Privacy Policy as amended from time to time, and as amended by these Terms. Your username will not be visible to other users.

2.2 In any Registration Data and other data you upload (together "User Data") You shall own all rights, title and interest and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of User Data and hereby grant the Skills Academy a perpetual, non-exclusive worldwide licence to the User Data for the purpose of the Skills Academy to carry out its obligations.

3. Access and passwords

3.1 You will receive or create a password ("Password") to enable You to access the NS⁴P, and You may change Your Password at any time, if You wish. The Password issued to You will allow access only to those parts of the system to which You are from time to time allowed access by the Skills Academy. You may not access or attempt to access other areas of the NS⁴P website to which You have not been granted access.

3.2 You must keep Your Password confidential and ensure that it is not disclosed to, or used by any other person to access the NS⁴P. You are responsible for all use (whether authorised or unauthorised) of Your Password. You must notify the Skills Academy immediately upon becoming aware of any unauthorised use of Your Password or of any other breach of security. You are responsible for the actions of any person purporting to be You by using the Password issued to You, until such time as NS⁴P has been notified in writing of the unauthorised use of such Password.

3.3 Use by You of another person's Password is not permitted.

3.4 You are responsible for making all arrangements necessary for You to have access to the NS⁴P. We cannot guarantee that the transmission of any information over your internet connection will be secure nor can we guarantee that the NS⁴P will be compatible with any or all hardware and software that you may use to visit the NS⁴P.

3.5 If you know or suspect that your password has been disclosed to another person you must immediately change your password. We have the right to disable your user name and password at any time if in our opinion you have failed to comply with any of the provisions of these Terms.

3.6 We will use all reasonable endeavours to ensure the NS⁴P (including content) is accessible 24 hours per day but the NS⁴P is provided on an "as is" and "as available" basis. We give no warranties or guarantees that the NS⁴P will meet particular levels of availability or functionality.

4. Viruses, Hacking and Other Offences

4.1 You must not misuse the NS⁴P 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 NS⁴P, the server on which the NS⁴P is stored or any server, computer or database connected to the NS⁴P. You must not attack the NS⁴P via a denial-of-service attack or a distributed denial-of service attack.

4.2 You shall not upload, store, distribute or transmit any material during the course of your use of the NS⁴P that:

- a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- b) facilitates illegal activity;
- c) depicts sexually explicit images;
- d) promotes unlawful violence;
- e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
- f) causes damage or injury to any person or property;

and the Skills Academy reserves the right, without liability to you, to disable your access to any material that breaches the provisions of this clause and/or suspend your account.

4.3 We will report any such action to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the NS⁴P will cease immediately.

5. Intellectual Property Rights

5.1 Use of the NS⁴P does not transfer to You, in whole or in part, any right, title or interest in except for the limited rights to use it described in these Terms.

5.2 All material posted and hosted on the NS⁴P site, including the NS⁴P framework, name, and system is owned by the Skills Academy or its licensors, and is protected by law. You may not remove any copyright, trademark or other proprietary notices from printed, electronic copies, or downloaded material obtained through use of the NS⁴P.

5.3 The “NSA Nuclear logo” and “NS⁴P” logo are trademarks of the Skills Academy.

5.4 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these Terms:

- a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of NS⁴P in any form or media or by any means; or
- b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the NS⁴P; or
- c) access all or any part of the NS⁴P in order to build a product or service which competes with the NS⁴P; or
- d) use the NS⁴P to provide services to third parties; or
- e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the NS⁴P available to any third party, or
- f) attempt to obtain, or assist third parties in obtaining, access to the NS⁴P other than as expressly permitted in accordance with these Terms.

6. Site security

6.1 Although the Skills Academy will take reasonable steps to ensure the security of the NS⁴P, we accept no liability (subject to condition 8.3 below) for any breach of the security of NS⁴P records.

6.2 We do not warrant that the NS⁴P is uninterrupted or error free or free of viruses, worms, trojan horses or technical defects of any description and we accept no responsibility for any technical problems arising from your use of the NS⁴P.

7. Availability

7.1 We will endeavour to give You reasonable notice of any alterations or changes which are likely to materially affect the use of the NS⁴P. However, the Skills Academy reserves the right to amend the content or format of the NS⁴P without notice and You acknowledge that access to the NS⁴P may be denied or limited at any time. Although we will take reasonable steps to maintain the continuity of availability of the NS⁴P, subject to the provisions of condition 8.3 below, we accept no liability for any suspension, interruption, temporary unavailability, loss of data or fault or for any consequence of any such event.

8. Liability

8.1 Subject to condition 8.3 below:

8.1.1 The NS⁴P is provided on an "as is" and "as available" basis, and the Skills Academy expressly excludes all conditions, warranties and representations implied by statute, common law or otherwise;

8.1.2 Use of the NS⁴P is at Your own risk;

8.1.3 We shall not be liable for any loss, whether arising from breach of contract, statutory duty, tort (including, without limitation, negligence) or otherwise, including without limitation indirect and consequential loss, loss of goodwill, and loss of profits (direct or indirect) relating to or arising from the use of the NS⁴P.

8.2 We shall not be liable for any breach of these Terms caused by circumstances beyond our control.

8.3 Nothing in these Terms shall operate to exclude or limit the Skills Academy's liability for death or personal injury resulting from its negligence or for fraud, or where such exclusion or limitation would not be permitted by law.

8.4 Our site may contain links to third party websites. Where it does we are not responsible for the content held on such sites and you hereby agree that you will be subject to any terms imposed over the use and access of such third party sites.

9. Indemnity

9.1 You hereby indemnify and keep indemnified on demand the Skills Academy and its affiliates, group, directors, employees agents and other related parties from and against all and any claims, liabilities, damages, losses or expenses arising out of or in any way connected with Your access to the NS⁴P. Specifically (but without limitation) You agree to indemnify the Skills Academy against all costs, claims, losses, or expenses incurred by or made against as a result of any breach by You of these Terms or as a result of Your use of the User Data.

10 Termination

10.1 These Terms commence on the date of payment and continue in force for the initial period of 12 months unless either party commits a material breach of any clause in the Terms. You will have the opportunity to renew annually after the initial 12 months. You will be given a reminder that your annual subscription is due to expire along with the up to date price for an annual renewal and you will be given the opportunity to renew. If no payment is received by expiry date, then your login credentials will lapse. No refunds are issued after payment has been made.

10.2 If You breach any of these Terms, the Skills Academy may immediately (and without prior notice to You) terminate your rights to use the NS⁴P.

10.3 On termination for any reason of your rights under these Terms, You shall immediately cease using the NS⁴P and your Password.

10.4 Termination of your rights shall be without prejudice to the right to enforce any right which arose prior to termination.

10.5 Conditions 3.2, 3.3, 4.1, 7, 8 and 9 in these Terms and any other condition that is implied to continue beyond the expiry or termination date shall remain in effect without limitation in point of time.

10.6 If you no longer wish to have an Individual account on the NS⁴P, you can delete the account.

11. Amendment of these Terms

11.1 The Skills Academy may at any time vary or amend these Terms by written notice, which notice may be given to You in the NS⁴P and/or by e-mail or at next renewal. If You continue to use the NS⁴P after You have been notified of any changes to these Terms, You shall be deemed to have accepted those changes.

12. General

12.1 These Terms and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall in all respects be governed by and construed in accordance with English law and You submit to the exclusive jurisdiction of the English Courts.

12.2 If any of these Terms is determined to be illegal or unenforceable such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms.

12.2 You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

12.3 A person who is not a party to the agreement between the Skills Academy and You constituted by these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

12.4 The headings to these Terms are included for ease of interpretation only and have no legal effect.