

UKHMA Continuing Professional Development Scheme CPD User Terms and Conditions

Issue: 1 – November 2013



This document has been produced to assist the registered participating members of the UKHMA Continuing Professional Development scheme.

1 ACCEPTANCE OF TERMS

- 1.1.1 Your access to and use of the UKHMA CPD System website (the Website) is subject exclusively to these Terms and Conditions. You will not use the Website for any purpose that is unlawful or prohibited by these Terms and Conditions. By using the Website you are fully accepting the terms, conditions and disclaimers contained in this notice without modification. If you do not accept these Terms and Conditions you must immediately stop using the Website. Use of the Website signifies your acceptance of our Terms and Conditions.

2 ADVICE

- 2.1.1 The contents of the Website do not constitute advice and should not be relied upon in making, or refraining from making, any decision. Unless specifically stated otherwise The United Kingdom Harbour Masters Association (UKHMA) make no warranty in respects of the timeliness, accuracy or availability of the information on the Website.

3 Access

- 3.1.1 We will endeavour to allow uninterrupted access to your CPD material, but access may be suspended, restricted or terminated at any time. We reserve the right to change, modify, substitute or remove without notice any information in the material from time to time.

4 Charges

- 4.1.1 The UKHMA reserves the right to levy a charge for users of the website at a level to be determined from time to time by the UKHMA Council.

5 INTELLECTUAL PROPERTY RIGHTS

- 5.1.1 The Website, and all the information and graphic representations or images on it ("Content"), are owned by, or licensed to, The UKHMA. The copyright and all other intellectual property rights in the Content are the sole and exclusive property of The UKHMA or their licensors. You may view the Website on your computer screen and print its contents on your printer for your personal and non-commercial use only. For the avoidance of doubt, anything printed will form part of the Content. Without the written consent of The UKHMA, you may not use, transfer, copy or reproduce any part of the Content, the Website or its source HTML code in whole or in part, in any form or by any means, electronic, mechanical or otherwise, except for the sole purpose of viewing its content. This includes electronic reproduction by uploading or downloading.

6 4. CHANGES TO WEBSITE

- 6.1.1 The UKHMA reserves the right to:

- change or remove (temporarily or permanently) the Website or any part of it without notice and you confirm that The UKHMA shall not be liable to you for any such change or removal; and
- change these Terms and Conditions at any time.
- Your continued use of the Website following any changes shall be deemed to be your acceptance of such change.

7 5. LINKS TO THIRD PARTY WEBSITES

- 7.1.1 The Website may include links to third party websites that are controlled and maintained by others. When you activate one of them you will leave the Website. The UKHMA have no control over, and will accept no responsibility for or liability in respect of, material on any website that is not under their control. Any link to other websites is not an endorsement of such websites or of their operators.

8 6. DISCLAIMERS AND LIMITATION OF LIABILITY

- 8.1.1 The Website is provided on an "AS IS" and "AS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted by law, The UKHMA will not be liable for any indirect or consequential loss or damage whatsoever (including without limitation loss of business, opportunity, data, profits) arising out of or in connection with the use of the Website.
- 8.1.2 Whilst we have made all reasonable attempts to exclude viruses from the Website we cannot ensure such exclusion and no liability is accepted for viruses or damage caused by them. You are therefore recommended to put in place all appropriate safeguards before downloading information from the Website. The UKHMA makes no warranty that the functionality of the Website will be uninterrupted or error free, that defects will be corrected or that the Website or the server that makes it available are free of viruses or anything else, which may be harmful or destructive.
- 8.1.3 If you are dissatisfied with any portion of the Website or with any of the Terms and Conditions, your sole remedy (except as specifically provided in these Terms and Conditions) is to stop using the Website. Nothing in these Terms and Conditions shall be construed so as to exclude or limit the liability of any one of The UKHMA for death or personal injury as a result of its negligence or that of its employees or agents.

9 7. AVAILABILITY

- 9.1.1 The UKHMA reserves the right at any time to modify or discontinue, temporarily or permanently, your access to or use of the Website with or without notice.

10 8. MONITORING

10.1.1 The UKHMA reserves the right to monitor and track your visits to the Website.

11 9. INDEMNITY

11.1.1 You agree to indemnify and hold The UKHMA and their employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against the Website arising out of any breach by you of these Terms and Conditions or other liabilities arising out of your use of the Website.

12 10. GENERAL

12.1.1 Any reference in these Terms and Conditions to The UKHMA shall be deemed to include any subsidiary company for the time being of any of the aforementioned companies or of any such holding company. The UKHMA operate as an association, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and The UKHMA is intended or created.

12.1.2 If any of these Terms and Conditions should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms and Conditions shall survive and remain in full force and effect and continue to be binding and enforceable. Unless otherwise specified, the Website is directed solely at those who access this site from the United Kingdom. Those who choose to access the Website from locations outside of the UK are responsible for compliance with local laws if and to the extent local laws are applicable.

12.1.3 A failure or delay by The UKHMA in enforcing compliance with these Terms and Conditions shall not be a waiver of that or any other provision of these Terms and Conditions. None of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any third party. These Terms and Conditions constitute the entire agreement between you and The UKHMA as to your use of the Website.

12.1.4 The express provisions of these Terms and Conditions are in place of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law. Any and all notices to be given by either one of us to the other pursuant to or in connection with these Terms and Conditions shall be deemed sufficiently given when forwarded by e-mail or facsimile transmission in each case addressed to you at the e-mail address or facsimile number you have given us or to us at the e-mail address or facsimile number displayed on the Website.

12.1.5 These Terms and Conditions shall be governed by and construed in accordance with the law of England and you hereby submit to the exclusive jurisdiction of the English courts.