

NPL Website Terms of Use

Please read these terms and conditions (the "Website Terms"), which apply to your use of: (i) www.npl.co.uk and any websites, and subdomains thereof, operated or controlled by NPL Management Limited ("NPL", "us" or "we"), including any mobile website, mobile applications, social media and other channels (collectively the "Websites"); and of (ii) NPL's services and products including but not limited to courses, programmes, digital services and/or products, and study materials (collectively the "Products").

Please read NPL's [Privacy Notice](#), which applies to any personal data collected from you when you use any of the Products and/or Websites or send personal data to NPL by any other means.

1. If you do not accept these terms

- 1.1 Access to and use of any of the Websites and Products is provided by us subject to these Website Terms, our [Privacy Notice](#) and any terms and conditions specific to the relevant Products. By using any of the Websites and/or Products you are acknowledging that you have read and accepted these Website Terms and the [Privacy Notice](#). If you do not agree with any of these Website Terms, please stop using the Websites or Products.
- 1.2 If you are using any of the Websites and/or accessing Products from outside of the UK, other laws may apply to your use of such Websites and/or Products. We operate the Websites and, save for where we have local offices, provide our Products from within the UK. We are not subject to local laws applicable in your country and any of the Websites and/or Products may not be compliant with those local laws. Do not use any of the Websites and/or Products unless you agree with this position.

2. Updates and changes to these Website Terms

We may change these Website Terms from time to time by updating this page. You should review this page regularly. Your continued use of the Websites and/or Products after changes have been made will be construed as an agreement to those changes. Do not use the Websites and/or Products if you do not agree with any changes.

3. Use of Website and Products

- 3.1 By accessing or using the Websites and/or Products, including any Content, you agree to use them only as expressly permitted by these Website Terms. You shall not:
 - a) reverse engineer, decompile, decrypt, disassemble, or circumvent any aspect of the Websites or Products;
 - b) copy, modify, rearrange, transfer, sell, republish, cache, store, use for broadcast or publication in any medium, directly or indirectly, any Content or any other part of the Websites or Products without NPL's written permission;
 - c) obtain unauthorised control over operating any part of the Websites or Products or inject any malicious or otherwise unauthorized code, device, programme, file or means; virus; worm; data mining; robot; spider; cancelbot; Trojan horse; backdoor and web shells; or malicious scripts ("Malware") which can interfere in any way with the Websites, Products, their visitors' software or hardware or NPL's servers;
 - d) use any Malware or any data gathering, scraping, indexing, or extraction method on any part of the Websites or Products;
 - e) use the Website or Products in a manner that violates applicable laws or regulations or violates the rights of a third party.

4. Intellectual property rights (including copyright)

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- 4.2 You may not copy, redistribute, republish or otherwise make available to anyone else the Content on the Websites, in our courses or learning materials or the Products without NPL's written permission (including, but not limited to "caching" any material and "mirroring" any material) and subject to the following restrictions:
 - a) No Content can be modified in any way;
 - b) No graphics can be used separately from accompanying text;
 - c) Our copyright and trademark notices appear in all downloadable components; and
 - d) You acknowledge the relevant Website as the source of the material.
- 4.3 If you have our written permission to provide the Content and/or Products to any third party, you must ensure they are made aware of these restrictions and you will be responsible to NPL for that third party's non-compliance with these restrictions.
- 4.4 You may use the Websites, Products and Content online and solely for personal, non-commercial, and informational/entertainment use.
- 4.5 Subject to any terms and restrictions specific to the Products, you may download a single electronically stored, transient copy of the Content in the Websites only for your personal, non-commercial, and informational use, provided you do not remove any trademark, copyright or other notice contained in such Content. No other use is permitted without securing the prior written consent of NPL.

5. **Access to the Websites or Products and accuracy of Content**

- 5.1 We do not represent that the Content or any information available via the Websites or Products is accurate or complete and accordingly it should not be relied on as such. We do not make any representation, guarantee or commitment to you that the Content, Website or Products will not infringe any third-party intellectual property rights or that they will be error free.
- 5.2 Any arrangements made between you and any other person, using or named on the Websites or Products, is entirely at your own risk and responsibility.
- 5.3 The Content and the information accessible via the Websites or Products may change from time to time. We may make improvements or alterations to the Websites or Products at any time and without notice. We may modify, withdraw or deny access to the Websites or Products at any time.
- 5.4 We do not guarantee that use of the Websites or Products will be compatible with the hardware and software which you use, or that it will be uninterrupted or error or virus free or that any defects on the Websites or Products will be fixed by us (unless we are obliged by law to fix them).
- 5.5 Please ensure that you regularly check for and protect against viruses when using the Websites or Products on any hardware device. We make no representation about the suitability of the Content, information, products and services which are made available via the Websites or Products. Accordingly, all warranties and terms and conditions implied by statute or otherwise are excluded to the fullest extent permitted by law. For example, we make no warranty that this website is free from viruses or any other malicious code or impairing computer program.

6. **Linking to non-NPL websites**

- 6.1 We may link to other websites which are not within our control. Such links would be provided for your convenience. In addition, other websites outside our control may link to the Websites or Products.
- 6.2 We are not responsible for the content of any external sites we provide links to or which link to the Websites or Products. You should exercise caution and check you agree to the terms and conditions applicable to any other website that you visit. No link is intended to be, nor should be construed as, an endorsement of any kind by us of another website.

7 **Liability**

- 7.1 We exclude all liability to the fullest extent permitted by law (see clause 7.2 below for any damages and any direct, indirect or consequential loss (including but not limited to pure economic loss, loss of business, revenue or profits, business interruption, depletion of goodwill and like

loss) incurred by you or any other person and which arises out of or in connection with your use of or inability to use the Websites or Products, whether that liability is in contract, tort or otherwise.

- 7.2 We do not exclude or limit our liability (if any) to you:
- a) for any breach of obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - b) for personal injury or death resulting from NPL's negligence;
 - c) under section 2(3) Consumer Protection Act 1987;
 - d) for fraud; and
 - e) for any matter for which it would be illegal for us to exclude or to attempt to exclude liability.
- 7.3 The internet is not a secure means of communication and NPL cannot guarantee the security of postage or other hard copy delivery services. Emails may be intercepted by other people or organisations. You should only send any communication to us through the Websites or by email, postage or other hard copy delivery services, in particular communication which contains personal data (including sensitive personal data) and/or confidential information about you or any other person, if you accept that any such communication is sent at your own risk and on the understanding that we would not be liable for any loss that you might suffer as a result of such sending (except for losses which cannot be excluded or limited at law, as referred to in clause 7.2 above).

8 Data Protection and Privacy

Any personal data which you provide to us and from which we can identify you as a living individual (whether by taking that information by itself or when using it in conjunction with other information which we hold or are likely to hold) and which affects your privacy ("personal data") is processed by us in accordance with our [Privacy Notice](#).

9 Contracting online

- 9.1 Nothing on the Websites is intended to be nor should be construed as an offer to enter into a contractual relationship with you or anyone else, except where expressly mentioned in writing, such as these Website Terms which govern the relationship between you and us in relation to your use of the Websites.
- 9.2 If you make a contract with a third party who is named or referred to on the Websites, it is your responsibility to ensure that you are comfortable with the terms of that contract and to take legal advice if necessary.

10 Governing Law and Jurisdiction

- 10.1 The terms of use of the Websites and/or Products and the formation, existence, construction, performance, validity and all aspects whatsoever of these Website Terms and the terms of use of any of the Products shall be governed by the laws of England and Wales.
- 10.2 The Courts of England and Wales shall have the exclusive jurisdiction over all claims or disputes (including non-contractual claims or disputes) arising in relation to, out of or in connection with your use of the Websites and these Website Terms, the Products or the terms of any Products. It is not intended that third parties shall have any rights in relation to these Website Terms under the provisions of the Contracts (Rights of Third Parties) Act 1999.

11 General

- 11.1 If any term of these Website Terms is found by any court or body or authority of competent jurisdiction to be illegal, unlawful, void or unenforceable, that term shall be deemed to be severed from these Website Terms and this shall not affect the remainder of these Website Terms which shall continue in full force and effect.
- 11.2 No relaxation or delay by NPL in exercising any right or remedy under this Agreement shall operate as waiver of that right or remedy or shall affect its ability to subsequently exercise that right or remedy. Any waiver must be agreed by NPL in writing. No waiver of any one right or remedy shall constitute a waiver of any other right or remedy.