

# Website Terms And Acceptable Use

September 2024

## BY USING OUR SITES YOU ACCEPT THESE TERMS AND CONDITIONS

Please read these Terms and Conditions carefully and ensure that you understand them before using Our Sites. These Terms and Conditions, together with any other documents referred to herein, set out the terms of use governing your use of Our websites:

[www.highspeedtraining.co.uk](http://www.highspeedtraining.co.uk);  
<https://lms.highspeedtraining.co.uk/>;  
[www.highspeedtraining.co.uk/hub](http://www.highspeedtraining.co.uk/hub);  
<https://hub.highspeedtraining.co.uk>;  
<https://accounts.highspeedtraining.co.uk/>.

Collectively (“**Our Sites**”). It is recommended that you download and save a copy of these Terms and Conditions for your future reference.

These Terms and Conditions were last updated on 1st September 2024.

Your agreement to comply with these Terms and Conditions is indicated by your use of Our Sites. If you do not agree to these Terms and Conditions, you must stop using Our Sites immediately.

The following documents also apply to your use of Our Sites:

- [Our Terms and Conditions of Supply](#);
- [Our Privacy Notice](#); and,
- [Our Cookie Policy](#).

### 1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“ <b>Content</b> ”	means all text, information, data, software, executable code, images, audio or video material in whatever medium or form contained in the Courses and within Our Site for the provision of them.
“ <b>User</b> ”	means a user of Our Sites; and
“ <b>We/Us/Our</b> ”	means High Speed Training Limited.

## 2. Information About Us

- 2.1. Our Sites are operated by Us. We are a limited company registered in England and Wales under company number 06428976. Our registered address is Riverside Business Park, Dansk Way, Ilkley, West Yorkshire, LS29 8JZ which is also Our main trading address. Our VAT number is 923 6593 07.

## 3. How to Contact Us

- 3.1. To contact Us, please email Us at [compliance@highspeedtraining.co.uk](mailto:compliance@highspeedtraining.co.uk) or telephone Us on 0333 006 7000.

## 4. Access To Our Site

- 4.1. Access to some of Our Sites is free of charge.
- 4.2. Access to Online training modules is granted following the payment of the Course Fee and governed by Our [Terms and Conditions of Supply](#).
- 4.3. It is your responsibility to make the arrangements necessary in order to access Our Sites.
- 4.4. Access to Our Sites are provided on an “as is” and on an “as available” basis. We may suspend or discontinue Our Sites (or any part of them) at any time. We do not guarantee that Our Site will always be available or that access to it will be uninterrupted.

## 5. Account and Password

- 5.1. If you are provided with or choose a password, identification code or other piece of information as part of Our security procedures then you are required to treat that information as confidential and must not disclose it to a third party.
- 5.2. We have the right to disable any user identification code or password, whether chosen by you or allocated by Us, at any time, if in Our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.
- 5.3. We must promptly notify us at [support@highspeedtraining.co.uk](mailto:support@highspeedtraining.co.uk) if you suspect or know that your password has been obtained by anyone else.

## 6. Changes to Our Site

- 6.1. We may alter and update Our Sites (or any part of them) at any time. If We make any significant alterations to Our Sites (or any part of them), We will try to give you reasonable notice of the alterations.

## **7. Changes to These Terms and Conditions**

- 7.1. We may alter these Terms and Conditions at any time. If We do so, details of the changes will be highlighted at the top of this page. As explained above, your use of Our Sites constitutes your acceptance of these Terms and Conditions. Consequently, any changes made to these Terms and Conditions will apply to your use of Our Sites the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use Our Sites.
- 7.2. If any part of the current version of these Terms and Conditions conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

## **8. International Users**

- 8.1. Our Sites are intended for users in the United Kingdom only. We do not warrant or represent that Our Sites or their Content are available in other locations or are suitable for use in other locations.

## **9. How You May Use Our Sites and Content (Intellectual Property Rights)**

- 9.1. All HST Content included on Our Sites and the copyright and other intellectual property rights in that Content belongs to or has been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 9.2. You may access, view, and use Our Sites in a web browser (including any web browsing capability built into other types of software or app) and you may download Our Sites (or any part of it) for caching (this usually occurs automatically).
- 9.3. You may print one copy and download extracts of any page(s) from Our Sites for personal use only and you may draw the attention of others within your organisation to any Content posted on our websites.
- 9.4. You may not modify the printed copies or downloaded extracts in any way. Images, video, audio, or any other Content downloaded from Our Sites must not be used separately from accompanying text.
- 9.5. Our status as the owner and author of the Content on Our Sites (or that of identified licensors, or contributors as applicable) must always be acknowledged.
- 9.6. You may not use any Content saved or downloaded from Our Sites for commercial purposes without first obtaining a licence from Us (or Our licensors, as applicable). This does not prevent the normal access, viewing,

and use of Our Sites for general information purposes by business users or consumers.

- 9.7. If you print off, copy or download any particular part of Our websites in a manner which breaches these terms of use, then your right to use Our websites will immediately cease and you must return or destroy any copies of the materials you have made as may be required by Us

## **10. Links to Our Sites**

- 10.1. You may link to the home page of [highspeedtraining.co.uk](http://highspeedtraining.co.uk) on another website. Linking to other pages on Our Sites requires our express written permission.
- 10.2. Links to Our Sites must be fair and lawful. You must not take unfair advantage of Our reputation or attempt to damage Our reputation.
- 10.3. You must not link to Our Sites in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).
- 10.4. Your link should not use any logos or trademarks displayed on Our Sites without Our express written permission.
- 10.5. You must not frame or embed Our Sites on another website without Our express written permission.
- 10.6. You may not link to Our Sites from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

## **11. Links to Other Sites**

- 11.1. Links to other websites may be included on Our Sites. Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.
- 11.2. The inclusion of a link to another website on Our Site is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

## **12. Disclaimers**

- 12.1. With the exception of the Content, and any associated assessment of Our training Courses; nothing on Our Sites constitutes professional advice on which you should rely. It is provided for general information purposes only. Professional or specialist advice should always be obtained before taking or

omitting to take, any action on the basis of such Content. We make reasonable efforts to ensure that the Content on Our Sites are complete, accurate, and up to date, but We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

- 12.2. If you are a Corporate Customer or Individual Customer (who is also a business) as defined in Our [Terms and Conditions of Supply](#), We exclude all implied representations, warranties, conditions, and other terms that may apply to Our Sites and Content.

### **13. Our Liability**

- 13.1. Nothing in these Terms and Conditions excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by English law.
- 13.2. If you are a Corporate Customer or Individual Customer (who is also a business), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) Our Sites or the use of or reliance upon any Content included on Our Sites.
- 13.3. If you are a Corporate Customer or Individual Customer (who is also a business), We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 13.4. If you are an Individual Customer as defined in Our [Terms and Conditions of Supply](#), who is also a consumer, you agree that you will not use Our Sites for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.
- 13.5. If you are a consumer and digital Content from Our Sites damages other digital content or a device belonging to you, where that damage is caused by Our failure to use reasonable skill and care, We will either compensate you or repair the damage.
- 13.6. Different exclusions and limitations of liability will apply to any liability arising as a result of the supply of any courses you use, which will be set out in Our [Terms and Conditions of Supply](#).

## **14. Viruses, Malware and Security**

- 14.1. We exercise reasonable skill and care to ensure that Our Sites are secure and free from viruses and malware; however, We do not guarantee that this is the case.
- 14.2. You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.
- 14.3. You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via Our Sites.
- 14.4. You must not attempt to gain unauthorised access to any part of Our Sites, the server on which Our Sites are stored, or any other server, computer, or database connected to Our Sites.
- 14.5. You must not attack Our Sites by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 14.6. By breaching the provisions of Clauses 14.3 to 14.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and We will cooperate fully with those authorities by disclosing your identity to them. Your right to use Our Sites will cease immediately in the event of such a breach.

## **15. Acceptable Usage of Our Sites**

- 15.1. You may only use Our Sites in a lawful manner:
  - 15.1.1. You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
  - 15.1.2. You must not use Our sites in any way, or for any purpose, that is unlawful or fraudulent; and
  - 15.1.3. You must not use Our Sites to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.
- 15.2. If you fail to comply with the provisions of this Clause 15, you will be in breach of these Terms and Conditions. We may take one or more of the actions stated at Clause 18 in response.

## **16. Interactive Services**

- 16.1. We may from time to time provide services which are interactive on Our websites, which may include, without limitation:

- Chat rooms.
  - Bulletin boards.
  - E-learning courses.
- 16.2. If We provide any kind of interactive service, clear information will be provided about that service. In particular, We will inform you of any moderation and whether that moderation is automated or carried out by people.
- 16.3. We use reasonable efforts to carry out risk assessments for any interactive services that We may offer in order to determine the risks posed to Users from third parties and, on the basis of those risk assessments, decide whether to implement moderation and, if so, what kind.
- 16.4. Notwithstanding Clause 16.3, We are under no obligation to monitor, moderate, or in any other manner oversee any interactive services provided on Our Sites. We hereby exclude any and all liability for any loss or damage arising out of the use of such interactive services by a User who breaches the content standards set out below in Clause 17, whether We monitor the interactive service or not.
- 16.5. Minors may not use the interactive service(s) provided on Our Sites.
- 16.6. Where We moderate an interactive service, We will normally provide you with a way of contacting the moderator, should any particular concern or difficulty arise.

## **17. Content Standards**

- 17.1. When communicating via Our Sites, whether uploading User Content, or otherwise interacting with Our Sites, you must not submit, communicate, or otherwise do anything that:
- 17.1.1. is sexually explicit;
  - 17.1.2. in any way sexualises minors (including, but not limited to, child sexual abuse material);
  - 17.1.3. is obscene, deliberately offensive, hateful, or otherwise inflammatory;
  - 17.1.4. promotes violence;
  - 17.1.5. promotes, encourages, incites, or supports acts of terrorism;
  - 17.1.6. promotes or assists in any form of unlawful activity;
  - 17.1.7. is defamatory of another person;
  - 17.1.8. bullies, insults, intimidates, or humiliates another person;
  - 17.1.9. discriminates against, or is in any way defamatory of, any person, group, or class of persons; race; nationality; gender; gender identity; sexual orientation; religious or philosophical beliefs; disability; or age;



- 17.1.10. is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
  - 17.1.11. is calculated or otherwise likely to deceive;
  - 17.1.12. is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal information in a way that you do not have a right to;
  - 17.1.13. misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
  - 17.1.14. implies any form of affiliation with Us or any other party where there is none;
  - 17.1.15. infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, designs, patents, trademarks, and database rights) belonging to Us or any other party;
  - 17.1.16. is in breach of any legal duty owed to another party including, but not limited to, contractual duties and duties of confidence.
- 17.2. When communicating via Our Sites, whether uploading User Content, or otherwise interacting with Our Sites, you must ensure that your communication or submission:
- 17.2.1. is truthful and accurate (where you are stating facts);
  - 17.2.2. states only genuinely held opinions; and
  - 17.2.3. complies fully with any and all local, national, or international laws and regulations that apply.

## **18. Breaches of these Terms and Conditions**

- 18.1. If you fail to comply with the provisions of these Terms and Conditions, We may take action as set out in this Clause 18. A breach of these Terms and Conditions may also constitute a material breach of the [Terms and Conditions of Supply](#) of Our Sites. We may take one or more of the following actions in response to your breach:
- 18.1.1. Suspend or terminate your right to use Our Site;
  - 18.1.2. Remove, either temporarily or permanently, your communication, User Content, or other submission from Our Sites;
  - 18.1.3. Issue you with a written warning;
  - 18.1.4. Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;

- 18.1.5. Take further legal action against you, as appropriate;
  - 18.1.6. Disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
  - 18.1.7. Any other actions which We deem reasonably appropriate (and lawful).
- 18.2. We hereby exclude any and all liability arising out of any actions that We may take (including, but not limited to those set out above in Clause 18.1) in response to your breach.

## 19. How We Will Use Your Personal Information

- 19.1. We will only use your personal information as set out in Our [Privacy Notice](#), and at Clause 9 and 10 of Our [Terms and Conditions of Supply](#) and Our [Cookie Policy](#).

## 20. Law and Jurisdiction

- 20.1. Each Terms and Conditions, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.
- 20.2. If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Clause 20.1 takes away from or reduces your legal rights as a consumer.
- 20.3. If you are a consumer, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 20.4. If you are a Corporate Customer or Individual Customer (who is also a business) as defined in Our Terms and Conditions of Supply, any dispute, controversy, proceedings, or claim between you and Us relating to these Terms and Conditions or to the relationship between you and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Document Ref:	Pol_13	Version:	1.0	Updated:	01/09/2024	Status:	Live
Document Title:	Website Terms And Acceptable Use						