

SHEIIBA WEBSITE TERMS AND CONDITIONS

Welcome to the Sheiiba Website terms and conditions. This Website is owned and operated by Corporate Benchmarking Services (Scotland) Limited. We hope you are enjoying your visit to our Website. Please note that by using this Website you agree to be bound by the terms and conditions set out below. If you do not agree to be bound these terms and conditions hereunder, do not use or access this Website. You must read and accept all of the terms and conditions contained herein together with our [Privacy Policy](#) before you may use or access the Website in any way.

1. Interpretation

In these terms and conditions:-

“Conditions” means these terms and conditions

“Content” means material posted on the Website by Members or other third parties;

“Information” means any and all material contained in this Website;

“Member” means an individual who uses the website on behalf of a Subscriber;

“Subscriber” means a corporate entity or other organisation which is not an individual and which is or becomes a member of Sheiiba;

“Sheiiba” is the Safety, Health and Environmental Intra Industry Benchmarking resource; and

“User” means you, anyone who accesses or uses the website in any way;

“Website” means this, the Sheiiba website www.sheiiba.com; and

“Website Owner” and **“we”**, **“our”** and **“us”** means Corporate Benchmarking Services (Scotland) Limited, a company incorporated in Scotland (registered number SC218194) and having our registered office at 39 Regent Street, Edinburgh EH15 2AY.

2. Basis of Use of the Website

You agree to the following:-

2.1 that you understand, acknowledge and accept the exclusion of liability and disclaimer provisions contained hereafter;

2.2 that unless you are a Member, you will only view the Information for your own private purpose and will not publish, reproduce, store or retransmit any of the Information contained in the Website at any time;

2.3 that you shall not use the Information for any unlawful purpose or in any unlawful manner;

2.4 that you shall not use the Website or the Information in any manner which may constitute an infringement of any third party rights (including but not limited to rights of copyright, trademark or confidentiality);

2.5 that you shall not run any tools on the Website that systematically retrieve web pages for offline or online viewing; whether it be for personal, commercial, experimental, educational or any other use;

2.6 that except for Content, all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in the Information and the Website shall remain vested in The Website Owner at all times;

2.7 that all intellectual property rights (including without limitation copyright, trademarks and all other rights) whatsoever in all Content shall remain vested in the originator of such Content;

2.8 that you acknowledge that the Website Owner has no obligation to provide the Website or any Information or to ensure that you are able to use, provide and/or access the Information, and the Website;

2.9 that you will indemnify and keep indemnified the Website Owner against all claims, liabilities, damages, costs and expenses including legal fees arising out of any misuse of the Information or the Website or breach of your obligations under this agreement.

We may at our option, but without the obligation to do so, monitor communications transmitted via this Website and remove any unlawful or offensive Material.

3. Data Protection

We consider the protection of your personal information to be very important. For further information please read our [Privacy Policy](#).

4. Proprietary Rights

4.1 All information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, podcasts, weblogs, software, interactive features or any other content, services or materials (and any part of them) accessible on the Website (the "Materials") are protected by copyright, trade marks and other intellectual property rights and are the proprietary materials of the Website Owner and/or third parties associated with it or of the originators of Content and we reserve all rights that are not specifically granted under these Terms of Use. Except where you are a Member or where it is otherwise indicated as acceptable on the Website, you may not reproduce, modify, adapt, post, transmit, copy, make available or distribute or otherwise use any of the Materials on this Website without the prior written permission from either the Website Owner or the owner of the relevant intellectual property rights. Any use made of such Materials may be an infringement of rights in those Materials and the Website Owner reserves all rights to enforce such rights.

4.2 You may read, view, print and (where permitted) listen to and download the contents of an individual page for private and personal non-commercial use only provided that all copyright, trademark and other proprietary notices contained in the Materials on any copy of these Materials is retained, but you may not make more than one copy electronically or otherwise of any of the contents and you may not recopy or further distribute, sell, publish or transmit any part of the Material by electronic or any other means.

4.3 By submitting messages, suggestions or Material (including any text, photographs, graphics, video or audio) to the Website you are granting the Website Owner a perpetual royalty free non-exclusive licence to reproduce, modify, translate, make available, distribute and sub-license the message/suggestion in whole or in part and in any form anywhere in the world.

5. Disclaimer

5.1 To the fullest extent permitted at law, this Website and its contents is provided on an "as is" basis and the Website Owner makes no (and expressly disclaims all) representations or warranties of any kind, with respect to this Website or its contents or their suitability, reliability or usefulness for any purpose.

5.2 The information included on the Website has been included in good faith and is intended only for your general information. You are responsible for checking the accuracy or completeness or otherwise of relevant facts and opinions given on the Website before entering into any commitment

based upon them. The Website Owner does not represent or warrant that the information accessible via this Website is accurate, complete or current.

5.3 While every effort is made to ensure accurate and complete information, the Website Owner or its representatives will not be liable for damages arising out of or in connection with the use of this Website or the information, content, materials or products included on this site. This is a comprehensive limitation of liability that applies to all damages of any kind.

5.4 We do not warrant that the operation of this Website will be uninterrupted or error free, that defects will be corrected, or that this Website or the server that makes it available are free of viruses or represent the full functionality, accuracy, and reliability of the Materials. In no event will we be liable for any loss or damage including, without limitation, loss of profits, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use, or loss of use of, data, arising out of, or in connection with, the use of this Website.

5.5 Your access to this Website may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services.

6. Registration and Security

6.1 If you apply for membership on behalf of your organisation You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times.

6.2 We may refuse to accept your application to register your organisation as a Subscriber for any reason at our absolute discretion.

6.3 Upon registration of your organisation as a Subscriber, You as a Member will be allocated a password that You can use to log on to the Members' area of the Website

6.4 Once your organisation is registered, both you and the Subscriber will also be subject to the Member Code of Conduct.

6.5 You should take care to keep your username and password confidential as You are responsible for all activities that occur under them. We do not have the means to check the identity of people using the Members' area of the Website and will not be liable where Your password or member name are used by someone else.

6.6 You agree to notify Us immediately of any unauthorised use of Your password or member name or any other breach of security of which You become aware. We reserve the right to require you to alter your username and password if We believe that they are no longer secure.

7. Changes

We reserve the right at any time without notice to revise the contents of this site including these Terms and Conditions. Any changes to these Terms and Conditions will be posted on this Website and by continuing to use this site following any such change you will be agreeing to be bound by the revised Terms and Conditions.

8. Acceptable Use

8.1 You may only use this Website in accordance with these Terms and Conditions and, in any event, for lawful and proper purposes which includes complying with all applicable laws, regulations and codes of practice within the UK or other jurisdiction from which you are accessing this Website.

8.2 You acknowledge that We may be required by law or regulation to access, monitor, store or copy material sent by or to Members without further notice to You.

9. Links to Other Websites

9.1 This Website may include links to other Internet sites. We do not endorse any such Websites and We are not responsible for the information, material, products or services contained on or accessible through those Websites. Your access and use of such Websites remains solely at your own risk.

9.2 You may only link to this Website with Our express written permission. We expressly reserve the right to withdraw Our consent at any time to a link which in Our sole opinion is inappropriate or controversial.

10. Limitation of Liability

In no event will We be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of access to, or the use of this Website or any information contained in it, including loss of profit and the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence), product liability or otherwise, even if advised of the possibility of such damages.

11. Miscellaneous

These Terms and Conditions contain all the terms of your agreement with Us relating to your use of this Website. No other written or oral statement (including statements in any brochure or promotional literature published by us) will be incorporated. Your use of this Website, any downloaded material from it and the operation of these Terms and Conditions shall be governed by, construed and interpreted in accordance with the law of Scotland and you agree to submit to the non-exclusive jurisdiction of the Scottish courts.

12. Contact

Should you have any queries regarding this Website, please contact us at:-

Corporate Benchmarking Services (Scotland) Limited

PO Box 13881

Edinburgh

EH15 1ZQ

0131 669 8545

e-mail info@sheiiba.com