
CONSTRUCTION TRAINING DIRECTORY AND CONSTRUCTION TRAINING REGISTER USER TERMS AND CONDITIONS

IN THESE TERMS AND CONDITIONS:

- a. “**You**” or a “**User**” means:
- i. any organisation (“Organisation”) which has been approved by CITB to access the System; and
 - ii. any individual who accesses the system on behalf of an Organisation.
- b. The “**System**” means the Construction Training Directory and/or the Construction Training Register and the hardware, software, information and materials used to operate them.

You, the User, agree to the following terms and conditions relating to the use of the System. If You do not comply with these terms and conditions, CITB may take action against You personally to protect the personal data of individuals, the security of the System and to recover losses incurred by CITB as a result of your non-compliance. Any obligation in these terms and conditions not to do something includes an obligation not to agree or allow that thing to be done.

1) Glossary:	
Data Protection Laws:	all laws (including regulations and guidelines) applicable in the United Kingdom which regulate the collection, processing and use of data relating to individuals and privacy of individuals
Learner and Learner Data:	A Learner is an individual who undertakes or has undertaken training with or at the request of an Organisation. Learner Data means information relating to a Learner and will include, but is not limited to, the identity, address, contact details and unique identifiers of the Learner, along with details of the course/qualification achieved by the Learner and the date of the achievement.
Login Details:	the username or usernames and associated passwords supplied to You by CITB and any information supplied by you for the purpose of accessing the System, and including such changes to the passwords or other information as You may make from time to time
Organisation Data:	information relating to an Organisation which is held within the System, including details of courses and qualifications entered into the System pursuant to the Organisation’s agreement with CITB.
Super-User:	up to four (and no less than one) individuals nominated by an Organisation to manage and supervise individuals authorised by their Organisation to access the System on behalf of the Organisation.

2) Licence and Accessing the System

- a) In consideration of Your compliance with these terms and conditions, CITB allows You to access the System to review, upload and make changes to the Learner Data and/or Organisation Data only for the purposes of and in accordance with the permissions granted to You or Your Organisation from time to time.
- b) You are not permitted to access the System unless You agree to be bound by these terms and conditions. If You access or (if You are an Organisation) if You authorise any person to access the system on Your behalf, You are deemed to have agreed to these terms and conditions.
- c) You undertake to keep confidential Your Login Details and not to allow any other person to use Your Login Details to access the System.
- d) All access to the System is logged and recorded and You and Your Organisation shall be responsible for any access using Your Login Details. You are advised to log out at end of each session.
- e) You are responsible for ensuring that you change Your password on a frequent basis to maintain confidentiality of Your Login Details.
- f) You shall change your password immediately in the event that you suspect or have reason to suspect that it may have been disclosed to or obtained by any third party.
- g) Access to the System by You as an individual shall only be undertaken for a valid business reason directly related to Your work with or for an Organisation and in accordance with the provisions of the agreement between CITB and Your Organisation. You must check with Your Organisation to find out the extent to which you may access and use the System. Any access or use of the System for any other purpose will be a material breach of the terms and conditions for which You and Your Organisation are responsible.
- h) You shall not breach or attempt to breach the security of the System. For the avoidance of doubt, if You are an individual, You shall not login using an account which has not been set up specifically for You and You shall not access, attempt to probe, scan or test the vulnerability of the System, or any associated network or authentication process, nor allow or facilitate any other person to do so.

3) Protecting Personal Data

- a) The System contains personal data relating to Learners. You undertake to comply at all times and in all respects with the Data Protection Laws. Any breach of the Data Protection Laws by You will be a material breach of these terms and conditions.
- b) Where You are permitted to view and to make the Changes to the Learner Data relating to Learner's registered with Your Organisation you must do so only as required by CITB and in accordance with Your Organisation's agreement with CITB.
- c) You shall not use, copy, disclose, disseminate or in any other way transmit any Learner Data except with and to the extent of express prior written consent of CITB or the Learner to whom the Learner Data relates, or as otherwise required by law,.
- d) You shall use Learner Data only to the extent required or permitted by Your Organisation's agreement with CITB and these terms and conditions.
- e) You warrant, represent and undertake that You shall not:
 - i) Upload any file or data containing any virus, worm, Trojan horse or other malware; or
 - ii) Damage, disable or impair the operation of the System or attempt to gain any unauthorised access to it; or
 - iii) Store, distribute or transmit any material through the System that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities; or
 - iv) Extract, copy or store locally any Learner Data.
- f) You shall use all reasonable endeavours to ensure that any information submitted to the System by You is complete and accurate as at the time of uploading.
- g) In the event that You become aware of any breach of security in relation to or unauthorised access to the System, You shall forthwith notify CITB.

4) Super User Obligations

- a) The Super User shall, in respect of the Super User's Organisation:
 - i) Manage all requests for User Login Details.
 - ii) Immediately de-activate Login Details for any User who has ceased to be engaged by the Organisation or who no longer requires access to the System in the performance of their duties for the Organisation.
 - iii) Periodically remind and update all Users of their responsibilities under these terms and conditions and ensure that information regarding changes to these terms and conditions, notified to the Super User or the Organisation by CITB, is passed on immediately to each User.

5) Intellectual Property Rights

- a) Save as otherwise indicated within the System, all intellectual property rights in the System vest in CITB. The use of any branding, logos, or statements of approval within the System does not, and is not intended to, grant to You, whether by implication or otherwise, any licence or right to use the same, unless otherwise expressly and in writing agreed by CITB.

6) Limitation of Liability

- a) CITB provides this System on an "as is" basis and does not guarantee the accuracy, timeliness, completeness, performance or fitness for purpose of the System or the Learner Data.
- b) CITB does not guarantee or warrant that the System shall be available uninterrupted or error free.
- c) CITB accepts no liability for the results of any action You take on the basis of Learner Data, Organisation Data or any other information contained within (or absent from) the System. All implied warranties are excluded from these terms and conditions to the extent permitted by law.
- d) CITB give no warranties that the System is free from viruses, worms, Trojan horses or other malware and accepts no liability for any damage that may result from the transmission of such malware through the System.
- e) Save in respect of fraud, or death or personal injury resulting from our negligence, CITB shall have no liability for any loss suffered by You, including, without limitation, indirect, special or consequential loss, or any damage arising from loss of use, goodwill, data or profits, whether in contract, tort or otherwise, arising out of or in connection with Your use of the System or any data contained within it.

7) Account Closure and Modification of Content

- a) CITB reserves the right to suspend, restrict, impose conditions on or cancel Your access to the System for any reason without notice including, without limitation, following breach of these terms and conditions by You or (if You are an Organisation) any individual permitted by You to access the System.
- b) CITB reserves the right, but is not obliged, to monitor Your activities within the System and to edit or remove any content added to the System which in its reasonable opinion is inaccurate, misleading, incomplete, offensive, illegal or is considered by CITB to be unacceptable for any other reason.

8) Miscellaneous

- a) This User Agreement shall be governed by and construed in accordance with the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England.