



## **UK ASBESTOS TRAINING ASSOCIATION**

### **TERMS AND CONDITIONS**

#### **CERTIFICATE GENERATOR**

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**CERTIFICATE GENERATOR**  
**TERMS AND CONDITIONS**

**Contents**

<b>Title</b>	<b>Page No</b>
<b>Definitions</b>	<b>3</b>
<b>Scope</b>	<b>4</b>
<b>Terms and conditions</b>	<b>4 – 5</b>
<b>Access to the certificate generator</b>	<b>5</b>
<b>Third party content; hyperlinks</b>	<b>5 – 6</b>
<b>Disclaimers and limitation of liability</b>	<b>6</b>

## DEFINITIONS

In these terms and conditions, unless the context otherwise requires:

**Certificate Generator** means the online software owned by UKATA which Members must use to generate certificates for all UKATA approved asbestos training;

**HTML** means Hypertext Markup Language (HTML) which is the standard markup language for creating web pages and web applications.

**Member** means an organisation, company, individual who has satisfied the criteria of membership;

**Rules** means these Rules of the Membership which govern membership;

**Sanctions** means the Sanctions which may be applied by the Association in the event of a breach of the Rules by a Member, which may include suspension from the Certificate Generator, suspension from membership or termination;

**Site** means the website, [www.ukatacert.com](http://www.ukatacert.com);

**Terms** means the Terms and Conditions;

**Terms and Conditions** mean the Terms and Conditions that detail the rules that apply to the access and use of the Certificate Generator;

**Test API Key** means a test code provided to the Member for the automatic generation of certificates within a test environment on the Certificate Generator using an application programming interface;

**UKATA** means UK Asbestos Training Association Limited;

**User or Users** means a Director or employee of the Member company who is registered by UKATA as a user of the Certificate Generator. Registered User/s are provided with credentials (such as a username or e-mail address, and a password) to the system in order to prove their identity for the purpose of accessing the Certificate Generator.

## SCOPE

1. The Certificate Generator is bespoke software which has been developed for the benefit of Members and the wider asbestos industry. It enables the traceability of every UKATA certificate issued throughout the UK and is the only one known of its kind in the asbestos industry.
2. The Certificate Generator is a compulsory requirement for all UKATA courses offered by Members. Please carefully read and understand the following Terms and Conditions, as access to the Certificate Generator means that you accept and agree to all of the covenants and conditions imposed in this agreement. If you do not agree to these terms, you may not access the Certificate Generator.

## TERMS AND CONDITIONS

3. By using the Certificate Generator, you agree that you have read, understand and agree to these terms. You also agree to review this agreement periodically to be aware of modifications to the agreement, which UKATA may make at any time. Your continued use of the Certificate Generator will be deemed your conclusive acceptance of any modified agreement.
4. The Certificate Generator is owned, maintained and only available through UKATA. UKATA reserves the right to change the content used at any time.
5. All material relating to the Certificate Generator remains the property of UKATA.
6. The User shall not copy, share, modify, transmit, distribute, or in any way, exploit the copyrighted materials provided by UKATA other than for producing UKATA certificates as agreed in the Terms and Conditions. Use for any other purpose is expressly prohibited by law and any violators will be prosecuted.
7. The User shall not permit anyone else to copy, use, modify, transmit, distribute, or in any way, exploit the copyrighted materials.
8. The User of the Certificate Generator shall be limited to Directors and employees of the Member only. Members shall not allow any outside organisation to utilise their login details and access the Certificate Generator without the express written permission from UKATA. Any member disclosing their Certificate Generator login details to another company or person without the express written permission of UKATA will face disciplinary action and Sanctions may be applied to the Member's membership. For testing purposes, a temporary login and test account on the Certificate Generator will be provided for the period of testing using the Test API Key provided by UKATA.
9. The materials made available by UKATA are provided "as-is" without warranties of any kind, either expressed, or implied, including, but not limited to, all implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.
10. UKATA does not warrant that the materials will be error free including technical inaccuracies, nor free of viruses, or other harmful matter. The entire cost of any necessary service, repair, or correction, is the User's responsibility.
11. All rights not expressly granted herein are reserved.

12. These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.
13. "UKATA" and any displayed logos are trademarks of UKATA. All other trademarks, service marks and trade names in this material are the marks of the respective owners and any unauthorised use is prohibited.
14. If you do not agree with these Terms and Conditions you must cease to use the Certificate Generator immediately.

## **ACCESS TO THE CERTIFICATE GENERATOR**

15. UKATA strives to provide the Certificate Generator to its Members on a continuous basis. To that end, UKATA will take all commercially reasonable efforts to provide uninterrupted access of the Certificate Generator to its Members. However, from time to time Members may be unable to access the Certificate Generator due to conditions beyond UKATA's control. Such conditions include, but are not limited to: force majeure, acts of God, power outages and the acts of computer hackers and others acting outside the law. Also, from time to time, access may be unavailable due to software issues, server downtime, increased Internet traffic or downtime, programming errors, regular maintenance of the system and other related reasons. In response to any unavailability of the Certificate Generator to its Members, UKATA will take all commercially reasonable steps to ensure access is restored within a reasonable period of time. The term "commercially reasonable", as used in these Terms, shall mean reasonable efforts taken in good faith without any unduly or burdensome use of expenditure of time, resources, personnel or money.
16. UKATA endeavours to provide the highest quality Certificate Generator to its Members. To that end, UKATA reserves the right, in its sole discretion, to change, modify, or discontinue any aspect or feature of this site in whole or in part, including, without limitation, the content, availability, access and/or Terms of this site. Such changes, modifications, additions or deletions will be effective immediately upon notice thereof, which notice may be made by posting such changes on the Certificate Generator website.
17. The Users are solely responsible for ensuring that they have sufficient and compatible hardware, software, telecommunications equipment and Internet service necessary for use of the site.

## **THIRD PARTY CONTENT; HYPERLINKS**

18. UKATA makes no warranty, either expressed or implied, of the accuracy, merchantability, fitness for a particular purpose, or non-infringement of the information provided by third parties. This includes, but is not limited to, any information found on a link located on this site that allows Users to access information found on another site. Additionally, UKATA does not warrant the existence or functionality of any website which can be accessed through a link located on the Certificate Generator website.
19. Copyrights, Trademarks and Other Proprietary Rights.
20. UKATA shall retain all worldwide rights in the intellectual property in and on the site, including, but not limited to, trademarks, service marks, trade dress, inventions, ideas, trade secrets, the source code, the HTML code, the "look and feel" of the site, its colour combinations, layout, and all other graphical elements, and the copyrights in and to its original content. You should assume

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## **DISCLAIMERS AND LIMITATIONS OF LIABILITY**

22. The User accesses the site at his/her/its own risk. The site is provided on an "as is, as available" basis without warranty of any kind, expressed, implied or statutory, and any and all warranties of merchantability, fitness for a particular purpose or non-infringement of third parties' rights are specifically disclaimed. UKATA does not warrant any particular result from use of the software or site. UKATA does not warrant that the information on the site is accurate, complete or complies with any particular law or regulation, or that the operation of and your access to the site will be uninterrupted, error-free, virus-free or completely secure.
23. Under no circumstances and under no legal theory (tort, contract or otherwise) shall UKATA or any of its affiliates, agents, employees, shareholders, directors, officers, third party content providers, successors or assigns be liable to you or any other person or entity for any indirect, special, incidental, punitive or consequential damages of any character, including without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, loss of data, loss of productivity or contract, or any and all other commercial damages or losses.
24. The use of the site is at your sole risk and any content that you download is downloaded at your own discretion and risk, and you are solely responsible for any damage to your computer system in excess of the amount UKATA received from a Member for the certificate issued, and for any loss of data that results from the downloading of any such content, including any damages resulting from computer viruses.
25. In no event will UKATA be liable for any damages in excess of the amount UKATA received from the Member to generate a certificate, even if UKATA has been informed of the possibility of such damages, or for any claim by any other party.
26. In no event will warranties provided by law, if any, apply unless they are required to apply by statute notwithstanding their exclusion by contract.
27. This disclaimer is applicable to any damage or injury resulting from the negligence or an omission of UKATA, computer virus or other similar item, telecommunications errors, or unauthorised access to or use of user information through theft or any other means. UKATA is not liable for criminal, tortious, or negligent actions or omissions of third parties that affect this site.