

Terms & Conditions of Use for the BELBIN Online Account

We set out below the legal Terms and Conditions (“Terms”) under which you and those whose tests you administer (“you”) may use the BELBIN Online Account (“BELBIN Testing”). Please read these carefully. If you do not accept the Terms stated here, you will not be able to use BELBIN Testing. By indicating that you accept, you acknowledge that you have read and accepted the Terms. BELBIN reserve the right to revise the Terms at any time by updating this document. You should re-read this document from time to time to review the Terms, because they are legally binding on you.

Use of Material: Copyright and Trade Marks

All use of the contents of BELBIN Testing including information, text, data, graphics, charts, Self Perception Inventory, Inventory Observer Assessments, Assessments Job Requirements, and Job Observations facilities, and other resource material (“the Material”) are the property of BELBIN and are protected by copyright, database, trade mark and other intellectual property rights. All trade names, trade marks, logos, devices, and other graphics contained on the secure BELBIN Online Account are the trade marks of BELBIN.

You may print copies of the Material as required for your own use in accordance with the BELBIN Testing procedure (but for no other purpose). You must retain all copyright and other proprietary notices contained in the Material when printing copies. You may not reproduce the Material for sale to a third party. The use of the Material on any other website is prohibited without the express permission of BELBIN.

You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Material and/or BELBIN Testing, or any software or computer programs used in connection with the Material and/or BELBIN Testing.

Except as expressly provided, nothing within any of the Material or BELBIN Testing shall be construed as conferring any licence under any of BELBIN’s or any third party’s intellectual property rights, whether by estoppel, implication, waiver, or otherwise.

Copyright in the text (not the layout or structure) of any reports, assessments, profiles and commentary (“Report”) generated by you shall belong to you, and is hereby assigned to you, but you grant to BELBIN right and licence to use and copy the Report for its own marketing and statistical purposes, governed by Data Protection legislation.

Terms & Conditions of Use for the BELBIN Online Account

2. General Use of BELBIN Testing

BELBIN Testing is intended to provide general information and guidance only. BELBIN Testing and the Report it generates should never be the sole basis for determining suitability for employment. The Report given is produced by analysing an individual's responses to selected questions and comparing results with a "norm base" of responses. The normed scores are integrated with peer feedback (where applicable) and BELBIN Testing uses these scores to trigger outputs on the feedback Report. The use you make of the Report is entirely up to you; BELBIN can in no way be liable to you or others as a result of any unfavourable reaction to this Report. Upon registering, you will receive an Account Code and Password. You are responsible for maintaining the security and confidentiality of these items. Failure to keep your account details safe could result in unauthorised access to personal data. BELBIN will not be liable for any breach of confidence, privacy or Data Protection issue which arises. Any Report created by BELBIN Testing will be accessible for three months. Thereafter the Report will be deleted, but can be re-created by means of a facility within the Testing procedures. As an administrator it is your responsibility to add, modify and delete your own accounts. All BELBIN Testing data, web pages, software, Reports and associated Materials are held on a secure website to minimise breaches of security.

3. The BELBIN Online Account

The BELBIN Online Account and its Material are provided on an "as is" basis and BELBIN makes no warranties of any kind. All express, implied and statutory warranties, terms and conditions are excluded, to the fullest extent permitted by law. Also, to the fullest extent permitted by law, BELBIN makes no warranties and disclaims all liability for the accuracy, reliability, security, timeliness and performance of the BELBIN Online Account and Material. You agree to take all reasonable endeavours to ensure that any data (personal or otherwise) entered into the BELBIN Online Account is accurate and complete as at the time of upload and agree to take steps to ensure the ongoing accuracy and completeness of that data.

BELBIN uses all reasonable efforts to ensure that the contents of the BELBIN Online Account are accurate and up to date and that the BELBIN Online Account is available 24 hours per day. However, the Material may contain inaccuracies or typographical errors, and BELBIN makes no representations about the accuracy, reliability, completeness, or timeliness of the Material, software, or links. Changes are periodically made to the BELBIN Online Account and may be made at any time. The BELBIN Online Account may be unavailable or access may be interrupted from time to time owing to technical failure. BELBIN does not warrant that the BELBIN Online Account and its server are free of computer viruses, infection, worms and Trojan horses and other harmful codes or properties. If your use of the BELBIN Online Account or Material results in the need for servicing or replacement of equipment or data, BELBIN is not responsible for those costs.

Under no circumstances shall BELBIN be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond its reasonable control, including without limitation internet failures, computer equipment failures, telecommunication equipment failures, other equipment failures, electrical power failures, orders of domestic or foreign courts or tribunals, or non-performance of third parties.

Terms & Conditions of Use for the BELBIN Online Account

4. Consequential Loss

In no event shall BELBIN, its officers, employees, partners or agents be liable to you for any damages or claim for lost profits or income, failure to secure or maintain employment, loss or depletion of goodwill or loss of opportunity, emotional stress or suffering, or damages resulting from lost data or business interruption or any indirect or consequential loss resulting from your use, inability to use, interruption, suspension or termination of the BELBIN Online Account, BELBIN Testing, or your reliance upon any Material or Report, whether based on a breach of warranty, or contract, tort, misrepresentation, or otherwise.

5. General

The BELBIN Testing site is based in England and is generated by BELBIN, an English partnership, whose principal place of business is at 3-4 Bennell Court, West Street, Comberton, Cambridge, CB23 7EN, UK.

These Terms and your use of the website, BELBIN Testing and the Material is governed by and shall be construed in accordance with the laws of England and any matter or dispute arising concerning these Terms or any other matter related to the BELBIN Online Account or Material, shall be submitted to the exclusive jurisdiction of the English courts.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. You acknowledge and agree that you and BELBIN are independent contractors under these Terms and nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship.

6. Privacy Policy

Personal data held or processed by BELBIN is processed in accordance with the terms of our privacy policy, which can be found at: www.belbin.com/privacy/privacy-policy.pdf.