



Website Terms of use



Geason House | 145 North Street
Glasgow | G3 7DA
www.geasontraining.co.uk | 0330 088 9596

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Please read these terms and conditions carefully before using this site

What's in these terms?

These terms tell you the rules for using our website <https://www.geasontraining.co.uk> and any sub-domains (together, our "Site").

Who we are and how to contact us?

Any reference to "we" or "us" or "Geason" means Geason Holdings Limited, which is a private limited company with registered company number SC434396 or, where applicable, our group companies (which include our holding companies and all subsidiary companies within our group). Our registered office address is 13 Queen's Road, Aberdeen, United Kingdom, AB15 4YL.

To contact us, please email our Data Manager at privacy@geason.co.uk or write to Geason Training, 145 North Street, Glasgow G3 7DA addressing your query, in each case, for the attention of our Data Manager.

By using our site, you accept these terms

By using our Site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our Site:

- » Our Privacy Notice <https://www.geasontraining.co.uk/privacy-policy-t-37>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate; and
- » Our Cookie Policy <https://www.geasontraining.co.uk/view-t-38> which sets out information about the cookies on our Site.

We may make changes to these terms

We may amend these terms from time to time to reflect changes in Geason's business, applicable law or for other reasons deemed necessary by us. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time. If these terms change, we will provide notice, which may include, but is not limited to notice provided through the Site or any online account that may be set up with Geason.

We may make changes to our site

We may update and change our Site from time to time to reflect changes to our services and other offerings, our users' needs and our business priorities.

We may suspend or withdraw our site

Our Site is made available free of charge.

We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons or in the event you are in material breach of these terms. Where you are in breach of these terms, we may at our sole discretion, suspend or terminate your account or user identification and delete your content from the Site. We may also refuse you any current or future use of the Site without notice. Geason shall not be liable to you or any third party for any such suspension or termination.

You are also responsible for ensuring that all persons who access our Site through your internet connection or electronic device are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

You must keep your account details secure

If you are ever provided with, a user identification code, password or any other piece of information as part of our security procedures (for example, in relation to an online account which may be set up), you must treat such information as confidential. If you know or suspect that anyone other than you (and, if relevant, authorised additional account users) knows your user identification code or password, you must promptly notify us.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Nothing in these terms shall be deemed to give you the right to modify, distribute, copy transmit, reproduce, display, publish, license, create derivative works from, transfer, or sell the Site or content for any reason, unless otherwise expressly permitted by these terms or the law. You hereby agree to assign any modifications or derivative works of the Site and content made by you in contravention of this limitation without remuneration of any kind.

You may print off one copy, and may download extracts, of any page(s) from our Site for your personal use and you may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these terms of use, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information on this site

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Site.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that (i) the content on our Site is accurate, complete or up to date; (ii) the Site shall have any features or qualities; or (iii) give any undertaking with regard to any other quality. Statements and explanations on the Site in promotional material or documentation are made for explanatory purposes only, they are not meant to constitute any guarantee or warranty of certain features.

We are not responsible for websites we link to

Where our Site contains links to other Sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those Sites or resources.

User-generated content is not approved by us

If the Site ever includes information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials will not be verified or approved by us. The views, if any, expressed by other users on our Site do not represent our views or values.

We will not be liable or responsible in any way for any user generated content posted on or linked from the Site, including, but not limited to, any omissions or errors within the content, or for any losses or damage of any kind incurred as a result of the use of or reliance on any content or other material accessed on or via the Site and made available from a third party.

Our responsibility for loss or damaged suffered by you

Whether you are a consumer or a business user:

- » We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation; and
- » Different limitations and exclusions of liability will apply to liability arising as a result of the supply of services to you, which will be set out in separate terms and conditions agreed between us.

If you are a business user

- » We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.
- » We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - » use of, or inability to use, our Site;
 - » use of or reliance on any content displayed on our Site;
 - » the cost of procurement of substitute goods and services arising out of your use or inability to use the Site; or
 - » statements, messages, or conduct of any third party on the Site.
- » In particular, we will not be liable for:
 - » loss of profits, sales, business, or revenue;
 - » business interruption;
 - » loss of anticipated savings;
 - » loss of business opportunity, goodwill or reputation; or
 - » any indirect or consequential loss or damage.

If you are a consumer user:

- » Please note that we only provide our Site for your domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

Uploading content on our site

Should we provide and whenever you make use of a feature that allows you to upload content to our Site or, if relevant, to make contact with other users of our Site, you must comply with the Acceptable Use Terms below.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us a perpetual, irrevocable (subject to relevant data protection legislation and our Privacy Notice), non-exclusive, world-wide, fully-paid up and royalty free licence to use such content without restrictions of any kind and without any charge or other consideration of any kind, or permission or notification, to you or any third party. This licence includes (subject to relevant data protection legislation and our Privacy Notice) a right to prepare derivative works, reproduce, combine with other works, alter, translate, distribute copies, display, perform, licence and provide the content to others. Further, you represent and warrant to us that you have the right, title, and authority to grant such licence to us.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Site if, in our opinion, your post does not comply with our Content Standards, set out below.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

Rules about linking to our site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the Content Standards set out below.

If you wish to link to or make any use of content on our Site other than that set out above, please contact us.

Acceptable use terms

Prohibited uses

- » You may use our Site only for lawful purposes. You may not use our Site:
- » In any way that breaches any applicable local, national or international law or regulation;
- » In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- » For the purpose of harming or attempting to harm minors in any way;
- » To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content Standards;
- » To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- » To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree

- » Not to access without authority, interfere with, damage or disrupt:
 - » any part of our Site;
 - » any equipment or network on which our Site is stored;
 - » any software used in the provision of our Site; or
 - » any equipment or network or software owned or used by any third party.

Interactive Services

We may from time to time provide interactive services on our Site, including, without limitation:

- » chat rooms; and/or
 - » bulletin boards
- (together, 'Interactive services')

Where we do provide any Interactive Services, we will provide clear information to you about the kind of service offered, if it is moderated and what form of moderation is used (including whether it is human or technical).

We will do our best to assess any possible risks for users from third parties when they use any Interactive Service provided on our Site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate any Interactive Services we provide on our Site, and we expressly exclude our liability for any loss or damage arising from the use of any Interactive Services by a user in contravention of our Content Standards, whether the service is moderated or not.

Where we do moderate an Interactive Service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

Content Standards

These Content Standards apply to any and all material which you contribute to our Site ("Contribution"), and to any Interactive Services associated with it.

The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.

We will determine, in our discretion, whether a Contribution breaches the Content Standards.

A Contribution must:

- » be accurate (where it states facts);
- » be genuinely held (where it states opinions); and
- » comply with the law applicable in England and Wales and in any country from which it is posted.

A Contribution must not:

- » Be defamatory of any person;
- » Be obscene, offensive, hateful or inflammatory;
- » Promote sexually explicit material;
- » Promote violence;
- » Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- » Infringe any copyright, database right or trade mark of any other person;
- » Be likely to deceive any person;
- » Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- » Promote any illegal activity;
- » Be in contempt of court;

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- » Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
 - » Be likely to harass, upset, embarrass, alarm or annoy any other person;
 - » Impersonate any person, or misrepresent your identity or affiliation with any person;
 - » Give the impression that the Contribution emanates from Geason, if this is not the case;
 - » Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
 - » Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
 - » Contain any advertising or promote any services or web links to other Sites.

Breach of acceptable use terms

When we consider that a breach of the Acceptable Use Terms has occurred, we may take such action as we deem appropriate.

Failure to comply with the Acceptable Use Terms constitutes a material breach of these Website Terms of Use upon which you are permitted to use our Site, and may result in our taking all or any of the following actions:

- » Immediate, temporary or permanent withdrawal of your right to use our Site;
- » Immediate, temporary or permanent removal of any Contribution uploaded by you to our Site;
- » Issue of a warning to you;
- » Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- » Further legal action against you; or
- » Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of the Acceptable Use Terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Which country laws apply to any disputes

Our Site is intended for those who access it from within the United Kingdom. Because of this we cannot guarantee that the Site or the content thereon complies with laws or regulations, or is appropriate for use, in other places.

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Registered trademarks and copyright

"Geason" is a UK registered trademark belonging to the Speedy Hire plc group of companies. You are not permitted to use it without our approval, unless it is part of material you are using as permitted under How you may use material on our Site.