

Terms & Conditions of use for the Belbin Team Role Testing System

We set out below the legal Terms and Conditions (“Terms”) under which you and those whose tests you administer (“you”) may use the Belbin Testing System (“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 Associates 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.

1. Use of Material: Copyright and Trade Marks

All use of the contents of Belbin Testing including information, text, data, graphics, charts, Self Perception Inventory, Observer Assessments, Job Requirements, and Job Observations facilities, and other resource material (“the Material”) are the property of Belbin Associates, 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 Testing website (“The Belbin Extranet – <https://e-belbin.com>”) are the trade marks of Belbin Associates.

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 Associates.

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 Associates’ 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 Associates right and licence to use and copy the Report for its own marketing and statistical purposes, governed by Data Protection legislation.

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2. General Use of Belbin Testing

Belbin Testing is intended to provide general information and guidance in relation to personal career development only. Belbin Testing and the Report it generates should **not** be the sole basis for determining suitability for employment. The Report given is produced by applying a complex formula and is based on the individual's responses to selected questions. The use you make of the Report is entirely up to you; Belbin Associates 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; Belbin Associates 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 Extranet/Online Account

The Belbin Extranet and its Material are provided on an "as is" basis and Belbin Associates 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 Associates makes no warranties and disclaims all liability for the accuracy, reliability, security, timeliness and performance of the Belbin Extranet and Material.

Belbin Associates uses all reasonable efforts to ensure that the contents of the Belbin Extranet are accurate and up to date and that the Belbin Extranet is available 24 hours per day. **However**, the Material may contain inaccuracies or typographical errors, and Belbin Associates makes no representations about the accuracy, reliability, completeness, or timeliness of the Material, software, or links. Changes are periodically made to the Belbin Extranet and may be made at any time. The Belbin Extranet may be unavailable or access may be interrupted from time to time owing to technical failure. Belbin Associates does not warrant that the Belbin Extranet 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 Extranet or Material results in the need for servicing or replacement of equipment or data, Belbin Associates is not responsible for those costs.

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Under no circumstances shall Belbin Associates 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.

4. Consequential Loss

In no event shall Belbin Associates, 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 Extranet, 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 Associates, 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 Extranet 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 Associates 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

You can view our Privacy Policy on our website - www.belbin.com - under the heading Company Info.