

NOCN Group

Terms of service

1. CONDITIONS OF USE

NOCN and/or its subsidiaries (“NOCN Group”, “we”, “our” or “us”) provide this website and services expressly subject to the following terms and conditions (“Terms”). We may change or modify these Terms from time to time. If a modification or change is unacceptable to you, you may terminate this agreement by ceasing to use the website. Please review these Terms to ensure they are acceptable to you. Any use by you of this website constitutes your agreement to be bound by the Terms.

2. PRIVACY

Please review our [Privacy Notice](#) which also governs your use of nocn.org.uk, nocnjobcards.org, and nocn.org.uk, to understand our practices. You acknowledge and agree to the use of your data in accordance with the privacy notice.

3. SITE LOGIN AND PASSWORDS

- 3.1. Login and passwords are personal to each Authorised User and access is restricted to the named individual whose details have been registered with the Supplier. Authorised Users shall not permit their login and password to be used by or disclosed to any other third party.
- 3.3. In the event that either the Authorised User or the Customer has any reason to believe that the individual login and password may have been lost, disclosed or used by a third party, you must contact us immediately. In addition, if there are any changes to the information supplied on registration or in the event that an Authorised User leaves the employment or service of the Customer or if it is no longer appropriate for an Authorised User to have access to and use of the NOCN Hub the Authorised User or Customer (as applicable) must update the relevant information on the NOCN Hub or remove the relevant Authorised User account (as applicable).
- 3.4. If the Customer or Authorised User is unable to update the information on the NOCN Hub or remove the relevant Authorised User account, the Authorised User or Customer (as applicable) must contact the Customer Experience Team by e-mail to or by writing to NOCN Group, Acero, 1 Concourse Way, Sheffield S1 2BJ. The Supplier will revoke the permissions of the relevant Authorised User to access the NOCN Hub as soon as reasonably possible after receipt of such notification. The Supplier shall not be liable for any loss or damage suffered by the Customer prior to withdrawing access following receipt of notice or because of any breach of the requirements by the Customer or the Authorised User as set out in this clause 2.
- 3.5. Subject to clause 3, if the Supplier suspects that any Authorised User is misusing the NOCN Hub or an Authorised User has not accessed NOCN Hub for a period of 12 months or more, that Authorised User’s access may be suspended at any time at the sole discretion of the Supplier.

4. TERM

- 4.1. The Terms will take effect on the date that the Authorised User first accepts the Terms and accesses the NOCN Hub and shall continue until terminated:

- 4.1.1. by either the Supplier or Customer giving not less than one week's notice to the other; or
 - 4.1.2. immediately without notice if the Supplier withdraws permission for a Customer to offer the Supplier qualifications; or
 - 4.1.3. immediately without notice by the Supplier if the Authorised User ceases to be authorised by the Supplier to use the NOCN Hub; or
 - 4.1.4. immediately without notice by the Supplier if the Authorised User ceases to be authorised by the Customer to use the NOCN Hub; whichever is the earlier.
- 4.2. The Supplier may grant and withdraw the approval of a centre as a Customer and the authorisation of an Authorised User at its discretion.
 - 4.3. The rights and obligations of the parties in relation to the security of data shall survive termination of this agreement.

5. PRICES

- 5.1. Prices quoted include United Kingdom Value Added Tax, or any other applicable tax. The Customer shall pay any Value Added Tax that may be payable to the Supplier or any other applicable local tax that should be applied in the country where the Customer is established at the applicable rate.
- 5.2. Unless expressly specified otherwise, all prices displayed on the NOCN Hub are quoted in pounds sterling and all invoices and remittances shall be in the same currency.
- 5.3. The Supplier may charge carriage and handling charges (if any) at the rates from time to time indicated in the Supplier's publications lists or as displayed on the NOCN Hub. Carriage and handling charges for international deliveries may vary from the rates applicable for Customers within the United Kingdom.
- 5.4. Whilst every effort is made to ensure the accuracy of the prices quoted on the NOCN Hub, the Supplier reserves the right to make changes without prior notice at any time.

6. ORDERS

- 6.1. You warrant and represent that all information provided by you, as Authorised User is, when given, and will be at the time that any order is placed, true, accurate and complete. All orders must be accompanied by an e-mail for the purpose of order confirmation.
- 6.2. The Supplier reserves the right to decline to carry on business with any Customer or any individual employed or engaged by any Customer (whether or not an Authorised User).
- 6.3. Notwithstanding any other provisions in these Terms, the Supplier may decline to accept, or cancel, any order, whether or not payment has been received, by giving notice of nonacceptance or cancellation to the Authorised User and/or the Customer.
- 6.4. The Supplier will provide notices of decline or cancellation pursuant to clause 5.3 within ten Working Days (hereinafter meaning a day on which the Supplier is open for business in Sheffield, excluding weekends and public holidays) of receipt by the Supplier of the order.
- 6.5. If the Supplier declines to accept or cancels an order, for which it has received payment, it shall issue a credit note for the full amount of the payment but shall have no further or other liabilities.

- 6.6. The Supplier executes orders to the Customer's exact requirements and does not substitute one Product or Service for another unless instructed to do so, or unless the Product or Service has been superseded. Subject to availability, the Customer may place orders for any quantity of Products or Services
- 6.7. All descriptions, illustrations and indications of Products or Services available via the NOCN Hub are intended merely to present a general idea of the Products or Services being described and unless and until an order is accepted by the Supplier, nothing contained in any such descriptions shall form part of these Terms.
- 6.8. An Authorised User and/or a Customer shall have no right to cancel the whole or part of an order once accepted by the Supplier without the specific written agreement of the Supplier (to be at the sole discretion of the Supplier) and on the basis that the Customer indemnifies the Supplier against any expense, wasted costs, loss or damage incurred because of the cancellation or part cancellation of any order. In the event of part cancellation, the Supplier reserves the right to charge the Customer for any service costs incurred and (if appropriate) for any difference in the selling price of the appropriate quantity of the Product or Service dispatched up to the time of cancellation.
- 6.9. If the Supplier is hindered or prevented from performing its obligations under these Terms (including any orders for Products accepted by the Supplier or any of the Services made available via the NOCN Hub) for any cause beyond its reasonable control, or by reason of its inability to procure services, materials or articles required for the performance of any such obligations except at increased prices, the Supplier may at its sole option delay the performance of, or cancel the whole or any part of any order, and the Supplier shall not be held responsible for its delay or cancellation or any inability to deliver.

7. PAYMENT

- 7.1. The Customer shall settle all invoices within 30 days of invoice date unless otherwise agreed in writing between the Supplier and Customer.
- 7.2. The Customer shall make all payments in full without any set-off, deduction or counterclaim.
- 7.3. The Supplier's preferred method of payment is by debit or credit card.
- 7.4. Title in the Products shall not pass to the Customer until all sums due or owing to the Supplier by the Customer on any account have been paid, and, until payment, the following provisions of this clause shall apply.
- 7.5. If the Customer defaults in the punctual payment of any sum owing to the Supplier, the Supplier shall be entitled to the immediate return of all Products sold by the Supplier to the Customer in which title to the property has not passed to the Customer in accordance with these Terms.

8. ELECTRONIC COMMUNICATIONS

When you use or visit the NOCN Hub or send e-mails to us, you are communicating with us electronically and you therefore expressly consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

9. LICENSE AND SITE ACCESS

NOCN Group grants you a limited license to access and make personal use of this site, subject to the Terms. This site and any portion hereof may not be reproduced, duplicated, copied, downloaded

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You agree to use the site only for lawful purposes. You agree not to take any action that might compromise the security of the site or render the site inaccessible to others or otherwise cause damage to the site or its contents. You agree not to use the site in any manner that might interfere with the rights of others.

10. COMPUTER VIRUSES

While it is very unlikely to occur, NOCN Group and/or its affiliates are not responsible for any damage to data, software, computer, telecommunications, or other equipment (including damage caused by virus transmission) that you may experience as a result of visiting this website or any of its links.

11. YOUR ACCOUNT

If you use the NOCN Hub, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. NOCN Group reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

12. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

If you do post content or submit material, and unless NOCN Group agrees in an executed signed writing otherwise, you grant NOCN Group a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant NOCN Group and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify NOCN Group for all claims resulting from content you supply. NOCN Group has the right but not the obligation to monitor and edit or remove any activity or content. NOCN Group takes no responsibility and assumes no liability for any content posted by you or any third party.

13. DISCLAIMER OF WARRANTIES

NOCN Group gives notice that all information contained within the site is subject to alteration with or without notice. While we attempt to ensure the accuracy of all information contained within this website is correct at the time of publication, all details (including specifications, dates, prices, etc.) are subject to change.

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YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE AND CONTENT IS AT YOUR SOLE RISK AND YOU ASSUME ALL RISK ASSOCIATED WITH YOUR USE OF THE WEBSITE, INCLUDING BUT NOT LIMITED TO DAMAGE TO YOUR COMPUTER OR ANY OTHER EQUIPMENT.

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NO ADVICE, BLOGS, OR ANY OTHER INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM THE WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

Our website should only be used for information purposes and is not intended to constitute advice in any specific situation and should not be relied upon in making, or refraining from making, any decision. You should not rely on our website to make (or refrain from making) any decisions or take (or refrain from taking) any action.

14. LIMITATION OF LIABILITY

Notwithstanding anything contained in this Agreement, in no event shall NOCN Group be liable to you for losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, arising out of, or related to, the material on our website or the use of, or the inability to use anything connected to the website, whether in contract, tort including negligence, statute or any other theory) even if NOCN Group has been advised or has knowledge of the possibility of the potential loss or damage in advance or otherwise. Liability of NOCN Group for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the supply of the goods or services or the cash equivalent, in NOCN Group's sole opinion.

15. COPYRIGHT AND TRADEMARKS

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, services names, trademarks, registered trademarks, trade dress and software, is the property of NOCN Group or licensors thereof. You acknowledge and agree that all such content is the property of NOCN Group or licensors. NOCN Group and its licensors retain all proprietary rights in such NOCN Group content and you may not download, copy, reproduce, modify, distribute, republish, display, post or transmit any part of this website without our express permission in writing.

16. JURISDICTION

These Terms and all contracts made under them between you and NOCN Group shall be governed by and interpreted in accordance with English Law. You submit to the non-exclusive jurisdiction of them in the courts of England, but the Supplier may enforce any such contract in any court of competent jurisdiction.

17. CHANGES TO OUR WEBSITE TERMS & CONDITIONS

We reserve the right to add or change these Terms. Any changes will be posted to the NOCN Hub and it is your responsibility as a user to ensure that you are aware of any such changes from time to time.

18. THIRD PARTY WEBSITES

Any links provided to third-party websites, or information supplied about third parties on NOCN's websites are supplied as a convenience. Linked sites are not under the control of NOCN Group and NOCN Group is not responsible for any third-party linked sites, the contents of such sites, any use of the same, or for third-party information. The inclusion of a link or third-party information does not imply endorsement by NOCN Group of the linked site or third-party information, any organisation or person associated with the linked site or third-party information, or any products or services offered or marketed through the linked site or by the third-party.

19. DATA PROTECTION AND SECURITY

- 19.1. The Customer warrants that, in its use of the NOCN Hub, the Products and the Services:
 - 19.1.1. It shall comply at all times with all applicable data protection legislation, including the General Data Protection Regulation ((EU) 2016/679) and the UK Data Protection Act 2018 (as may be amended from time to time);
 - 19.1.2. It shall always comply with all data protection provisions in the applicable centre contract or end point assessment guide; and
 - 19.1.3. It has a valid legal basis to enable the lawful transfer of personal data to the Supplier to enable the Supplier to use such personal data to provide the Products and/or Services to the Customer and carry all processing activities related to the provision of the Products and/or Services;
 - 19.1.4. Where the Customer provides special category personal data to the Supplier via the NOCN Hub, the Customer has obtained the prior consent of the data subject to provide such special category data to the Supplier and shall provide evidence of such consent on request.
- 19.2. The Customer shall ensure that Messages containing any information relating to trade secrets, plans, intentions, product information, know-how, affairs or other business of either the Customer or the Supplier, howsoever communicated, that might reasonably be considered to be confidential in nature ("Confidential Information") are maintained in confidence, are not disclosed to any person except as may be authorised by the Supplier or used other than for the proper use of the NOCN Hub. Any authorised disclosure to a third party shall be on the same terms as to confidentiality as contained in this clause 12 or as otherwise authorised by the Supplier.
- 19.3. The Customer warrants that it will ensure that adequate physical and logical security measures are enforced to protect the use of the NOCN Hub at the relevant location.
- 19.4. The Customer shall indemnify the Supplier from and against any loss, damages, expenses, or liability, including reasonable legal fees and costs that the Supplier may sustain as the result of any claim, suit or proceeding arising from a breach of any of the provisions in this clause 12.

20. DATA SHARING

We share data with employers to help them ensure all individuals are appropriately qualified for the jobs they are allocated. In return, and if you have agreed, we may receive data from those

employers that helps you build a personal Digital logbook of your operator experience. You can choose to use this in place of a written logbook when you next replace your CPCS card and for demonstrating your experience to potential employers.

21. COMPLETE AGREEMENT

The Terms constitute the whole legal agreement between you and NOCN Group and govern your use of the website and any content and completely replace and supersede any prior agreements between you and NOCN Group, whether written or oral, in relation to the website or any service thereof.

22. SEVERABILITY

If a provision of this Section is found to be invalid, illegal, or unenforceable in any respect, the court may modify it to make such provision enforceable or in the alternative remove it without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

23. INTELLECTUAL PROPERTY

The copyright and all other intellectual property rights in the NOCN Hub and all text, artwork, graphics or images to be found on the NOCN Hub are the sole and exclusive property of the Supplier or its licensors.