



the occupational
psychology centre



opc assessment

Website Terms of Use

PLEASE READ THESE
TERMS AND
CONDITIONS
CAREFULLY BEFORE
USING OUR SITE

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The Occupational Psychology Centre Limited
OPC Assessment Limited

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1. Who we are and how to contact us

1.1 www.theopc.co.uk is a site operated by The Occupational Psychology Centre Limited and OPC Assessment Limited ("We"). We are registered in England and Wales under company numbers 3081548 and 4026260 respectively and have our registered offices at One Wellstones, Watford WD17 2AE. Our VAT numbers are: 662438134 and 773600237.

To contact us, please use the details available at <https://theopc.co.uk/contact/>

2. By using our site you accept these terms

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

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

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

2.4 There are other terms that may apply to you.

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

- (a) Our [Privacy Policies](#)
- (b) Our [Cookie Policy](#), which sets out information about the cookies on our site.
- (c) If you purchase tests or other goods or services from us or our site, our relevant terms and conditions will apply.

3. We may make changes to these terms.

3.1 We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

4. We may make changes to our site

4.1 We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

4.2 We may suspend or withdraw our site.

4.3 Our site is made available free of charge.

4.4 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. We will try to give you reasonable notice of any suspension or withdrawal.

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

4.6 We may transfer this agreement to someone else.



- 4.7 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens.

5. You must keep your account details safe

- 5.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 5.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using <https://theopc.co.uk/contact/>.

6. How you may use material on our site

- 6.1 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.
- 6.2 You may print off one copy, and may download extracts, of any page(s) from our publicly facing site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 6.3 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.
- 6.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.
- 6.5 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.
- 6.6 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.
- 6.7 For any materials that are made available to you through accessing a part of our site using a password or other login, access to and use of those materials is subject to separate additional terms that apply and are made available to you. It is important that you fully comply with those other terms.

7. Do not rely on information on this site

- 7.1 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.
- 7.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.



8. We are not responsible for websites we link to

- 8.1 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.
- 8.2 We have no control over the contents of those sites or resources.

9. Our responsibility for loss or damage suffered by you

9.1 Whether you are a consumer or a business user:

9.1.1 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.

9.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products or services to you, which will be set out in our Terms and conditions of supply.

9.2 If you are a business user:

9.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.

9.2.2 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:

- (a) use of, or inability to use, our site; or
- (b) use of or reliance on any content displayed on our site.

In particular, we will not be liable for:

- (c) loss of profits, sales, business, or revenue;
- (d) business interruption;
- (e) loss of anticipated savings;
- (f) loss of business opportunity, goodwill or reputation; or
- (g) any indirect or consequential loss or damage.

9.3 If you are a consumer user:

9.3.1 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 or revenue or business, any business interruption, any loss of anticipated savings, or any loss of business opportunity, goodwill or reputation.

9.3.2 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update



offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

10. How we may use your personal information

We will only use your personal information as set out in our [Privacy Policies](#)

11. Prohibited Uses

11.1 You may use our site only for lawful purposes. You must not use our site in any of the following ways:

- (a) In any way that breaches any applicable local, national or international law or regulation.
- (b) In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- (c) For the purpose of harming or attempting to harm any person and in particular minors in any way.
- (d) 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.
- (e) 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.

11.2 You also agree:

- (a) Not to reproduce, duplicate, copy or re-sell any part of our site or any materials accessible from it in contravention of the provisions of these terms or any other terms that we make available to you.
- (b) Not to access without authority, interfere with, damage or disrupt:
 - (i) any part of our site;
 - (ii) any equipment or network on which our site is stored;
 - (iii) any software used in the provision of our site; or
 - (iv) any equipment or network or software owned or used by any third party.

12. We are not responsible for viruses

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



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

13. Interactive services

- 13.1 We may from time to time provide interactive services on our site, including, without limitation:

- (a) Online test facilities; and
- (b) Results and results analysis.

- 13.2 Where we do provide any interactive service, 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).

- 13.3 It is very unlikely that you will interact with a third party. However, if the service we provide does have that feature 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 service we provide on our site, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

- 13.4 None of our interactive services are designed for children. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online, as moderation is not fool proof. Minors who are using any interactive service should be made aware of the potential risks to them.

14. Rules about linking to our site

- 14.1 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.
- 14.2 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.
- 14.3 You must not establish a link to our site in any website that is not owned by you.
- 14.4 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.
- 14.5 We reserve the right to withdraw linking permission without notice.
- 14.6 The website in which you are linking must comply in all respects with the content standards set out in these terms.

15. Our trade marks

- 15.1 The OPC and OPC Assessment names and logos and all other brands, names, logos, marks and slogans on our site are the trade marks or service marks of us or our licensors.



16. Breach of these terms

- 16.1 When we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.
- 16.2 Failure to comply with these terms constitutes a material breach and may result in our taking all or any of the following actions:
 - 16.2.1 Immediate, temporary or permanent withdrawal of your right to use our site.
 - 16.2.2 Issue of a warning to you.
 - 16.2.3 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.
 - 16.2.4 Further legal action against you.
 - 16.2.5 Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- 16.3 We exclude our liability for all action we may take in response to breaches of these terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

17. Which country's laws apply to any disputes?

- 17.1 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.
- 17.2 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.