

**Terms and Conditions for the Use of this Website (Scroll Down)**  
**Version 3 dated 1 July 2011**

*Please read these terms and conditions carefully. They contain important information about your rights and obligations. You can print out these terms and conditions by clicking on the print icon on your browser.*

**1 Use of Website on these Conditions**

- 1.1 Please read these terms and conditions carefully before using the website operated by the Commissioners of Northern Lighthouses (known as the Northern Lighthouse Board and hereinafter referred to as “**NLB**”) a body incorporated under the Merchant Shipping Act 1894 and re-constituted under the Merchant Shipping Act 1995 and having its headquarters at 84 George Street, Edinburgh. All use of the website [www.nlb.org.uk](http://www.nlb.org.uk) (hereinafter referred to as “**Our Website**”) is on the terms and conditions below.
- 1.2 If you do not agree to these conditions, cease use of Our Website immediately.
- 1.3 The terms “Commissioners of Northern Lighthouses operating as the Northern Lighthouse Board”, “Northern Lighthouse Board”, “Commissioners of Northern Lighthouses”, “NLB”, “us”, “our”, or “we” refers to the owner of Our Website. The terms ‘visitor’, ‘you’ or “your” refers to the user or viewer of Our Website.
- 1.4 You may print and keep a copy of these terms. They are a legal agreement between us and can only be modified with our consent. We reserve the right to change the terms at our discretion by changing them on Our Website.

**2 Accuracy of Information and Disclaimer**

- 2.1 You must not attempt to interfere with the proper working of Our Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device.
- 2.2 We will try to make Our Website available but cannot guarantee that Our Website will operate continuously or without interruptions or be error free, that defects will be corrected, or that Our Website or the server that makes it available are free of viruses or the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of Our Website.
- 2.3 Our Website is controlled and operated by us from 84 George Street, Edinburgh, EH2 3DA. Where any content published on Our Website is supplied by third parties, you understand that we do not control or endorse such content in any way. All content which is offered by third parties that are not affiliated with or otherwise connected with us, is published in good faith but we do not (to the extent permitted by applicable law) accept responsibility for the accuracy or otherwise of such content (whether published on or offline) and the use of such content. You assume total responsibility and risk for your use of Our Website and use of all information contained within it.
- 2.4 We have used all reasonable endeavours to ensure that our website complies with UK laws. However, we make no representations that the materials on Our Website are appropriate or available for use in locations outside the UK. Those who visit Our Website from other locations do so on their own initiative and are responsible for compliance with all applicable laws. If use of Our Website and/or viewing of it, or use of any material or content on Our Website or services, or products offered through Our Website are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to view or use Our Website and you must exit immediately.

**3 Copyright**

- 3.1 The contents of Our Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is NLB, its affiliates or other third party licensors. All product and company names and logos mentioned in Our Website are the trade marks, service marks or trading names of their respective owners, including

us. You may download material from Our Website for the sole purpose of placing an order with NLB or using Our Website as a shopping resource. However, you may not modify, copy, reproduce, republish, upload, post, transmit or distribute, by any means or in any manner, any material or information on or downloaded from Our Website including but not limited to text, graphics, video, messages, code and/or software without our prior written consent, except where expressly invited to do so, for example in order to complete any test or questionnaire.

3.2 Requests for permission to use our trademarks should be directed to:

Information Officer  
Northern Lighthouse Board  
84 George Street  
Edinburgh  
EH2 3DA  
Tel: 0131 473 3100  
Fax: 0131 220 2093  
Email: [enquiries@nlb.org.uk](mailto:enquiries@nlb.org.uk)

Please tell us how and why you wish to use our trademarks and include your contact details: name, address, telephone number, fax number and email address. Please be aware that you cannot use our trademarks without our prior written consent.

## 4 Security

### 4.1 Hyperlinks

We provide hypertext links to other sites which are operated by third parties. Using such a link means you are leaving Our Website and we take no responsibility for, and give no warranties, guarantees or representations in respect of linked sites.

### 4.2 Virus Protection

We make every effort to check and test material at all stages of production. It is always wise for you to run an anti-virus program on all material downloaded from the Internet. We do not accept any responsibility for any loss, disruption or damage whatsoever to your data or your computer system which may occur whilst visiting or using material derived from Our Website and we hereby exclude liability to the fullest extent permitted by law.

### 4.3 Cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve Our Website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system.

Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of Our Website.

## 5 Privacy

- 5.1 If you are a user with general public and anonymous access, Our Website does not store or capture personal information, but merely logs the user's IP address that is automatically recognised by the web server. We do not use cookies for collecting user information, and we will not collect any information about you except that required for system administration of our web server.
- 5.2 If you obtain or choose to buy products through Our Website then you authorise us to use, store or otherwise process any personal information which relates to and identifies you, including but not limited to your name and address, to the extent reasonably necessary to provide the services which are available through Our Website by us, our partners, successors, associates, sub-contractors or other third parties. For full details of our terms and conditions in respect of the purchase of products on Our Website click [here](#).
- 5.3 If you obtain or choose to buy products through Our Website then we may collect information about your buying behaviour and if you send us personal correspondence such as emails or letters then we may collect this information into a file specific to you.
- 5.4 You must ensure that the personal information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and other requested details. By accepting these terms and conditions, you agree to the processing and disclosure of the personal information for the purposes set out above. If you would like to review or modify any part of your personal information then you should contact us at:

Information Officer  
 Northern Lighthouse Board  
 84 George Street  
 Edinburgh  
 EH2 3DA  
 Tel: 0131 473 3100  
 Fax: 0131 220 2093  
 Email: [enquiries@nlb.org.uk](mailto:enquiries@nlb.org.uk)

This privacy statement only covers Our Website at <http://www.nlb.org.uk>. For full details of NLB's Privacy Policy click [here](#). This statement does not cover links within Our Website to other websites.

## 6 Data Protection

- 6.1 The Data Protection Act 1998 (DPA) establishes rights for individuals who disclose their personal information to any organisation for any purposes involving processing of that information. Any organisation which processes information about identifiable living individuals is a data controller for the purposes of the DPA; that is a person who determines the purposes for which and the manner in which any personal data are, or are to be, processed. A data controller is required by the DPA to ensure that the data subject has, is provided with, or has made readily available to him/her certain specified information, including the data controller's identity, the identity of any other person to whom the data controller may disclose the information, and the purpose or purposes for which the data are intended to be processed.
- 6.2 The data controller in relation to Our Website is the Commissioners of Northern Lighthouses operating as the Northern Lighthouse Board.
- 6.3 We will not disclose your details to any third parties except where disclosure is required by law (for example to government and law enforcement agencies).
- 6.4 The purposes for which the personal data are intended to be processed are:
- 6.4.1 where you send an enquiry, comment or feedback by e-mail to an address identified on Our Website;

- 6.4.2 processing an order placed by you;
- 6.4.3 if you consent, to tell you about products that may be of interest to you.

## 7 Your Rights as a Data Subject

- 7.1 As a data subject, you have various rights under the DPA, including a right of access to any personal data being held about you by NLB as data controller. NLB will supply you with details of any personal data we are holding about you if you submit a "Subject Access Request" to:

The Compliance Officer  
 Northern Lighthouse Board  
 84 George Street  
 Edinburgh  
 EH2 3DA  
 Tel: 0131 473 3100  
 Fax: 0131 220 2093  
 Email: [enquiries@nlb.org.uk](mailto:enquiries@nlb.org.uk)

- 7.2 If you submit a Subject Access Request and we do hold information about you we will:
- 7.2.1 give you a description of it;
  - 7.2.2 tell you why we are holding it;
  - 7.2.3 tell you who it could be disclosed to; and
  - 7.2.4 let you have a copy of the information in an intelligible form.
- 7.3 We may charge £10 for responding to subject access requests and will require you to prove your identity with 2 pieces of photographic identification (e.g. passport, driving licence). To help us give you the information you want, we need you to tell us how you have been dealing with us and why you believe we hold information. We will then aim to complete your request within 40 days of us receiving sufficient information for us to locate your personal data.
- 7.4 We will use all reasonable efforts to supply, correct or delete personal information about you on our files.

## 8 Accessibility Statement

- 8.1 This clause states our intention that Our Website is usable and accessible to all users and details some of the measures taken. Our Website's objective is to conform to the Guidelines for UK government websites, which support the W3C's Web Content Accessibility Guidelines 1.0, Level AA, to ensure a Web accessibility standard has been achieved and is maintained.

- 8.2 This accessibility statement applies only to Our Website. This policy does not apply to any other site, including any other Lighthouse Authority or any site that is linked from one of our pages.

### 8.3 Access keys

The UK Government Access Keys Standard has been applied to Our Website. This provides keyboard shortcuts for users wishing to go directly to specific parts of Our Website, and to help those who do not use a pointing device such as a mouse.

A subset of the standard has been used and the access keys are defined as follows:

- S** - Skip navigation
- 1** - Home page
- 3** - Site map
- 4** - Search this site

- 5 - Frequently asked questions (FAQ)
- 0 - Help accessing our website
- 9 - Feedback about this website
- 0 - Access keys used on this website

#### 8.4 How to use access keys

Access keys work slightly differently depending on which browser and type of computer you are using - this is a summary of the main different ways:

If you are using Microsoft Internet Explorer 6 or higher on a PC, press [ALT] and the access key character at same time, release and press the [Enter] key.

If you are using Microsoft Internet Explorer 6 or higher on an Apple Macintosh, press [CONTROL] and the access key character at the same time.

This accessibility initiative is also supported by Netscape 6; use the [ALT] key on a PC, or the [CTRL] key on an Apple Macintosh.

#### 8.5 Alternative text

All images on Our Website are accompanied by a brief alternative text which (where appropriate) identifies an image or its function. This alternative text (alt-text) is generally only visible when the browser's automatic image loading feature is turned off.

#### 8.6 Links

All text links are written so that they make sense when read out of context.

#### 8.7 PDFs

All Adobe® Acrobat® Portable Document Format (PDF) files on Our Website are tagged to allow basic accessibility. For more information about PDF accessibility, see the [Adobe website accessibility section](#).

For more help with Acrobat files generally and a link to download Acrobat Reader, please visit the [Adobe website](#).

#### 8.8 Text size

The text on Our Website has been styled using a non-fixed value in a style sheet. This means that users can easily change the text size using their browser settings.

#### 8.9 More help

For more information and help about changing your browser settings please visit the [BBC's My Web My Way](#) pages.

### 9 **Barring from our website**

We reserve the right to bar users from Our Website, on a permanent or temporary basis at our discretion. Any such user shall be notified and must not then attempt to use Our Website under any other name or through any other user.

### 10 **Legal Jurisdiction and Dispute Resolution**

10.1 Scots law shall apply to these terms, notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the Scottish courts. The place of performance shall be Scotland.

10.2 We make no warranty or guarantee that our website or information available over it complies with laws other than those of Scotland.

## 11 General

11.1 Any formal legal notices should be sent to us by email and confirmed by post at:

Northern Lighthouse Board  
84 George Street  
Edinburgh  
EH2 3DA  
Email: [enquiries@nlb.org.uk](mailto:enquiries@nlb.org.uk)

11.2 Failure by us to enforce a right does not result in waiver of such right.

11.3 We may, but you may not, assign any rights and/or transfer, sub-contract or delegate any obligations under these terms and conditions, and/or charge or deal in any other manner with these terms and conditions or any of our respective rights or obligations. Any purported assignment, transfer, sub-contracting, delegation, charging or dealing in contravention of this clause 11.3 shall be ineffective. These terms and conditions are personal to you and are entered into by you for your own benefit and not for the benefit of any third party.

11.4 Nothing in these Terms is intended to, nor shall it, confer any benefit on a third party.

11.5 We may alter these terms and conditions from time to time and post the new version on Our Website, following which all use of Our Website will be governed by that version. You must check the terms and conditions on Our Website regularly.

## 12 Further Information

12.1 Further information on these terms and conditions or any queries on them can be obtained from:

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Northern Lighthouse Board  
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Edinburgh  
EH2 3DA  
Tel: 0131 473 3100  
Fax: 0131 220 2093  
Email: [enquiries@nlb.org.uk](mailto:enquiries@nlb.org.uk)