

Terms of service

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING RSSB.CO.UK, SPARKRAIL.ORG AND/OR ANY OTHER DOWNLOADS, APPS OR SERVICES (FOR EXAMPLE, THE RULE BOOK APP) ACCESSIBLE VIA THIS WEBSITE.

What's in these terms?

These terms tell you the rules for using our websites rssb.co.uk and sparkrail.org and downloads, apps and services accessible via them including, but not limited to, the Rule Book app (referred to collectively in these terms as **our site**). Note that these terms incorporate our [Privacy Policy](#).

Click on the links below to go straight to more information on each area:

- [What's in these terms?](#)
- [Who we are and how to contact us](#)
- [By using our site you accept these terms](#)
- [There are other terms that may apply to you](#)
- [We may make changes to these terms](#)
- [We may make changes to our site](#)
- [We may suspend or withdraw our site](#)
- [Registering to use our site](#)
- [You must keep your account details safe](#)
- [Site permissions](#)
- [Prohibited uses](#)
- [Uploading content to our site](#)
- [Rights you are giving us to use material you upload](#)
- [How you may use material on our site](#)
- [Do not rely on information on this site](#)
- [User-generated content is not approved by us](#)
- [We are not responsible for websites we link to](#)
- [We are not responsible for viruses and you must not introduce them](#)
- [Rules about linking to our site](#)
- [Disabling user accounts](#)
- [Our responsibility for loss or damage suffered by you](#)
- [Which country's laws apply to any disputes?](#)
- [Provisions relevant to use of the Rule Book App](#)

Who we are and how to contact us

[rssb.co.uk and sparkrail.org] are sites operated by Rail Safety and Standards Board Limited (**we, us** and **our**). We are a company limited by guarantee registered in England and Wales under company number 04655675 and have our registered office at The Helicon, 1 South Place, London, England, EC2M 2RB. Our registered VAT number is 899092068.

To contact us, use our [Customer Self-Service portal](#) or write to Rail Safety and Standards Board Limited (**RSSB**), The Helicon, 1 South Place, London EC2M 2RB.

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 or download material or apps from it.

If you are using our site on behalf of an organisation, that organisation may have a separate contract or contracts with us, but your individual use of our site is governed by these terms.

There are other terms that may apply to you

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

- Our Privacy Notice, which sets out the terms on which we process any personal data we collect from you, or that you provide to us, and sets out information about the cookies on our site. Our Privacy Notice applies to all users of our site.

If you have registered to use our site using a social media login, the terms of use for that login facility will also apply. Please follow the links below:

Facebook - [//www.facebook.com/policies/](https://www.facebook.com/policies/)

Google - [//www.google.co.uk/intl/en/policies/terms/regional.html](https://www.google.co.uk/intl/en/policies/terms/regional.html)

LinkedIn - [//www.linkedin.com/legal/user-agreement](https://www.linkedin.com/legal/user-agreement)

Twitter - [//twitter.com/tos?lang=en](https://twitter.com/tos?lang=en)

We may make changes to these terms

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. These terms were most recently updated on 31 May 2017.

We may make changes to our site

We may update and change our site from time to time to reflect changes to our users' needs and our business priorities and to improve our users' experience and the functionalities available to them on our site. We will try to give you reasonable notice of any major changes.

We may suspend or withdraw our site

Whilst we endeavour to make our site available at all times, 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.

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.

Registering to use our site

Anyone aged over 13 can register to use our site. On registration, you will be allocated one of the following user statuses:

- **Contributor**

This will apply automatically to our employees (**RSSB Staff**), our members' employees (a list of our members can be found [here](#)) (**RSSB Members**), employees of an International Rail Research Board member (a list of which can be found [here](#)) (**IRRB Members**), registered researchers of Rail Research UK (more information can be found [here](#)), members of key cross-industry groups, organisations who have a knowledge sharing agreement with RSSB and individuals who have previously qualified as Contributors.

Anyone else wishing to be a Contributor may make an application by visiting www.sparkrail.org/Pages/ContributorRegister.aspx. Your application will be considered by us based on the information you provide, and we reserve the right to determine each application in our absolute discretion.

If for some reason you no longer automatically qualify as a Contributor (for example if your employer ceases to be one of our members) your user status will be changed to Reader. If you then wish to re-qualify as a Contributor you must make an application as described above.

- **Reader**

This will apply to all registered users of the site who are not Contributors.

You must keep your account details safe

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.

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.

If you know or suspect that anyone other than you knows your user identification code or password, you must notify us as soon as you are able via our [Customer Self-Service portal](#).

Site permissions

Certain features of our site are only available to registered users with allocated access rights, and certain features can be accessed by Contributors, but not by Readers. There are also some features which are only accessible to certain types of Contributor, such as RSSB Staff or employees of RSSB Members.

Access to SPARK

Non-registered users are able to browse basic details relating to material that has been added or uploaded to sparkrail.org (**SPARK**) such as the title, abstract and keywords (referred to collectively in these terms as a **record**), provided the record has been shared with all users (when adding material to SPARK, Contributors decide which type of users can have access to that material). You must be registered in order to download any attachment(s) to a record on SPARK (referred to in these terms as an **attachment(s)**). You also must be registered to view discussions.

Readers are able to view records that have been shared with them, and also download any attachments . Readers can view discussions on our site. Readers are not able to upload records or attachments to SPARK or start or join discussions.

Contributors have the same permissions as Readers, but are also able to upload records and attachments to SPARK and to start or join discussions. When uploading material, Contributors have certain options as to who is able to access that material, for example they may make a record and its attachment accessible only to IRRB Members and RSSB Members, so an ordinary Contributor not in one of these categories would not be able to view the record or attachment. Contributors cannot share content at a permission level that would mean their own permissions do not allow them to access the content. RSSB Staff have access to all records and attachments, regardless of any permissions set by Contributors and are subject to a duty of confidentiality.

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.
- 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).
- 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. See also [We are not responsible for viruses and you must not introduce them](#) .
- To obtain email addresses and/or other contact details of users of our site for the purposes of mass-mailing, creating or adding to your own mailing or distribution list, or generating unsolicited emails or spam.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of these terms (subject to the licence granted to RSSB Members under clause 10.1 of the constitution agreement relating to RSSB dated 1 April 2003 as amended on 14 December 2005, 29 June 2006, 10 December 2010, 10 November 2011, 13 February 2014 and 8 February 2018 (the [Constitution Agreement](#))).
- 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.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site (for example uploading an attachment to SPARK), or to upload your own data or information into an app (for example, personal notes and comments to support your use of the Rule Book app), or to make contact with other users of our site (for example, responding to a discussion thread), you must comply with the following content standards, which apply to any and all material which you contribute to our site (referred to in these terms as **contributions**):

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.
- Be in English, except for attachments uploaded to SPARK which may be in any language.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote or depict 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 made without having obtained any and all necessary authorisations from the owner of any intellectual property rights in the material.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote or facilitate any illegal activity.
- 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.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- Cause damage or injury to any person or property.

You warrant that any contributions you make will comply with these content 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 contributions to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your contributions, but you are required to grant us and other users of our site a limited



licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in [Rights you are giving us to use material you upload](#)

As described in [Access to SPARK](#) and [Site Permissions](#), Contributors have certain options as to who can access material they upload to SPARK. If you are a Contributor, when making contributions to SPARK you are solely responsible for selecting the appropriate permissions for those contributions.

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 (or require you to remove) any of your contributions and/or suspend, terminate or, otherwise restrict your access rights if, in our opinion, they do not comply with the standards set out above.

You have the right to remove or edit any of your contributions at any time.

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

If, in uploading content to our site, you are acting on behalf of an organisation that is an RSSB Member or former RSSB Member, to the extent that your contribution is the providing of information to RSSB by that RSSB Member or former RSSB Member pursuant to clause 9 of the Constitution Agreement, you confirm that your contributions should be categorised as 'Open Information' in accordance with that clause.

Rights you are giving us to use material you upload

When you upload or post contributions to our site, you grant us a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store, reproduce, distribute, prepare derivative works of, display and perform the contributions in connection with the service provided by our site for such time as the contributions remain uploaded on our site.

You also grant to such Readers and Contributors where they have access to a part of our site where you have made a contribution a perpetual, worldwide, non-exclusive, royalty-free licence to use your contributions in accordance with the functionality and purpose of our site for such time as the contributions remain uploaded on our site, provided such use is in accordance with these terms.

You also grant to unregistered users of our site a perpetual, worldwide, non-exclusive, royalty-free licence to use your contributions to the extent they have access to them (including any records) for such time as the contributions remain uploaded to our site, provided such use is in accordance with these terms.

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.

You may print off and may download extracts of any page(s) from our site to which you have access for your personal use and you may draw the attention of others within your organisation to content posted on our site.

If you are a Reader or a Contributor you may also download any attachments uploaded to SPARK for your personal use and you may draw the attention of others within your organisation to any such attachments.

Our site also contains interactive tools and models that are designed to support decision making by helping users with tasks such as understanding risk, estimating costs and reviewing their systems or approaches ("Tools and Models"). Tools and Models can vary in format from informational resources to resources that the user interacts with to produce bespoke outputs. 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. You must not (or permit any



third party to), copy, adapt, restructure, reverse compile, disassemble, modify, reverse engineer the whole or part of any Tools or Models or any related software that forms part of our site.

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

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 (save that for the purposes of clarity, employees of RSSB Members shall be permitted to use the Rule Book app during the course of employment with that RSSB Member) 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

With the exception of the Standards managed by RSSB under the governance of the [Railway Group Standards Code](#) and the [Standards Manual](#), 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.

Standards managed by RSSB under the governance of the [Railway Group Standards Code](#) and the [Standards Manual](#) are applicable to the GB mainline railway system. Users of these standards may be required to use them by parties other than RSSB in specific legal and contractual scenarios. Therefore, it is the users and/or those imposing these standards on others who have to satisfy themselves of their applicability and appropriateness to their specific circumstances. These standards and associated guidance are intended as advice for the rail industry, but should not be acted on without first obtaining appropriate professional or specialist advice.

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. To the extent permitted by law, RSSB makes no warranty (express or implied) as to the quality, accuracy or fitness for your purpose of the Tools and Models accessed from our site and RSSB will not be liable whatsoever for any error or omission in the content or results produced by any Tools and Models.

It is your responsibility to ensure you have downloaded and/or are referring to the most up to date version of any app or information (for example, in the case of the Rule Book app) in issue, the details for which will be published from time to time on our site.

To the extent that any information on our site constitutes us providing information to our members pursuant to clause 9 of the Constitution Agreement, we confirm that such information should be categorised as 'Open Information' in accordance with that clause. Any information produced by and or associated with the Tools and Models is categorised as 'In Confidence Information' in accordance with clause 9 of the Constitution Agreement and shall not be disclosed to any third party without first seeking the prior written permission of RSSB.



User-generated content is not approved by us

Our site may include information and materials uploaded by other users of the site, including (but not limited to) discussion threads and embedded social media feeds. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

If you wish to complain about information and materials uploaded by other users please contact us via our [Customer Self-Service portal](#).

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.

Any sites linked via our site claiming approval and/or endorsement should be reported to us via our [Customer Self-Service portal](#).

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, distributing or transmitting viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any 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 or to a specific page of our site, 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.

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 in these terms.



If you wish to link to or make any use of content on our site other than that set out above, please contact us via our [Customer Self-Service portal](#).

Disabling user accounts

We will determine, in our discretion, whether there has been a breach of these terms through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate, which may include all or any of the following:

- Immediate, temporary or permanent withdrawal of your right to use our site, including the Tools and Models downloaded from the site.
- Immediate, temporary or permanent removal of any posting or material 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.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

We also have the right to disable your user account for our site in the following circumstances:

- Your account has not been accessed for a period of two years or more.
- We are aware that the email address you used to register is no longer in use (for example, if we have received a bounce-back from that address).
- To the extent RSSB Members inform us you should no longer have access (for example, where you cease to be employed by an RSSB Member).

Our responsibility for loss or damage 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.

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 do not warrant or represent that the Rule Book app will always be available, uninterrupted or error free. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you or for any actions taken by us at your direction. You assume sole responsibility for ensuring you have downloaded and are referencing the latest version of the Rule Book app and for all results obtained from the use of the Rule Book app by you and for conclusions drawn from such use.
- We shall not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including without limitation the

internet, and you acknowledge that the Rule Book app may be subject to limitations, delays and other problems inherent in the use of such facilities.

- 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; or
 - use of or reliance on any content displayed on our site.

- In particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss or corruption of data or information;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
 - any default, loss or damage suffered as a result of your improper use in breach of these terms or as a result of any failure to follow the instructions set out on our site.

If you are a consumer user:

- Please note that we only provide our site for 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.
- 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.

Which country's laws apply to any disputes?


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.

Our trade marks

"SPARK" and are UK registered trade marks of Rail Safety and Standards Board Limited, and "RSSB"



and  are trade marks of Rail Safety and Standards Board Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under [How you may use material on our site](#).