

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**What's in these terms?**

These terms tell you the rules for using our website [www.mantellgwynedd.com](http://www.mantellgwynedd.com)  
All rights not expressly granted in these terms are reserved by us.

**Who we are and how to contact us**

The site is operated by MANTELL GWYNEDD ("we"). We are registered in Wales under company number 3420271 and registered as a charity with charity number 1068851. We have our registered office at 23 – 25 Bridge Street, Caernarfon, Gwynedd, LL55 1AB. To contact us, please email [enquiries@mantellgwynedd.com](mailto:enquiries@mantellgwynedd.com), write to us at 23 – 25 Bridge Street, Caernarfon, Gwynedd, LL55 1AB or telephone us on 01286 672626.

**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. We recommend that you print a copy of these terms for future reference. There are other terms that may apply to you.

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

- Our Privacy Policy which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.
- The Cookie Policy which sets out information about the cookies on our site. Links to our cookie policy can be found on the site.

**We may make changes to these terms.**

We may 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.

**We may make changes to our site.**

We may update and change our site from time to time.

**We may suspend or withdraw our site.**

Our site is made available free of charge.

We do not guarantee that our site, or any content on them, 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.

You are 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.

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 promptly notify us at [enquiries@mantellgwynedd.com](mailto:enquiries@mantellgwynedd.com)

### **How you may use material on our site**

Unless otherwise stated, we are the owner or the licensee of all intellectual property rights on our site, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. No MANTELL GWYNEDD website logo, graphic or image may be copied or retransmitted without our prior written permission and the permissions given below do not extend to the design or layout of our sites which may not be copied in whole or in part.

Subject to the exclusions set out above, you may print in hard copy, download to a local hard disk or otherwise use any material on our sites provided it is for your personal use or only accessible by others within your organisation.

The supply of any copy to a third party is permitted provided it is for their own personal use; it is not supplied as part of another work or publication and is not supplied directly in return for commercial gain. The supply of copy to a third party is conditional upon them being made aware of the fact that these terms apply equally to them.

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. Translation is permitted in the basis that you take full responsibility for the accuracy of the translation.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged. All copyright and proprietary notices must be kept intact, and our address and contact details reproduced.

The permission to reproduce our copyright material does not extend to any material on the site which is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained directly from the relevant copyright holder.

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.

We would be pleased to consider requests for permission to use material from our site outside the terms of the permission set out above. Such request must be made in writing in advance and be addressed to [enquiries@mantellgwynedd.com](mailto:enquiries@mantellgwynedd.com).

### **Do not rely on information on the site.**

The content on our site is provided for 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. We do not accept responsibility for any errors, omissions, misleading statements or the consequences thereof.

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 sites is accurate, complete or up to date.

Reference to any organisation, company or individual on our site or any other site to which they may be linked does not imply our approval or warranty as to their standing or capability.

### **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.

### **User-generated content is not approved by us.**

Our site may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us and we do not accept liability for any errors, omissions or inaccuracies in submitted material. 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 using the contact details set out on the first page of these terms.

### **Our responsibility for loss or damage suffered by you**

To the fullest extent permitted by law, we exclude all liability for claims arising out of or connected to use of our sites including (but not limited to) claims arising out of delay, interruption or inability to access the sites and use of or reliance on any content displayed on our site. 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.

### **Uploading content to our site**

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Acceptable Use Policy. You warrant that any such contribution does comply with those 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 content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, 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. 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 reserve the right to omit, suspend or edit any submitted material and to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

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

### **Third party software**

Mantell Gwynedd utilises third party software in its delivery of services. In order to do so, some of your personal data may be stored on third party services. All services used comply with data protection, outlined within their own policies found below. The data will only ever be used for the uses agreed by Mantell Gwynedd and not for any other reason determined by the third party services.

### **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 viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the servers on which our site are 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 sites will cease immediately.

### **Rules about linking to our site**

You may link to our site; provided you give us written notification in advance of creating the link and that you link to our sites 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 our Acceptable Use Policy.

**Welsh language**

We promote and encourage the use of the Welsh language. Our site enables profile users to upload information in both English and Welsh and we strongly encourage this. If you do not have a translation service but would like to upload information bilingually please contact us for information about translation companies by emailing [enquiries@mantellgwynedd.com](mailto:enquiries@mantellgwynedd.com).

**Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation (including any non-contractual disputes or claims) are governed by the law of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.