



Website terms and conditions.

1. **Introduction:** These terms and conditions govern your use of our website. By using our website, you accept these terms and conditions in full accordingly if you disagree with these terms and conditions you must not use our website. You must be 18 years of age to use our website by continuing to use our website you warrant and represent to us that you are at least 18 years of age.
2. **Copyright notice:** Copyright © 2019 Pen-y-Graig Woodland Centre.
3. **Permission to use website:** licence to use website; no downloading; website use: permitted purposes; no modification of website content; limitations on licence to use website; redistributable content; suspension or restriction of access to website.
4. **Misuse of website:** acceptable use: prohibitions; using contact details prohibited; veracity of information supplied.
5. **Registration and accounts:** account eligibility; account registration process; no other person permitted to use account; notify on misuse of account; use of another's account.
6. **User login details:** provision of login details; user ID rules and impersonation; password to be kept confidential; notify on disclosure of password; responsibility for password loss.
7. **Cancellation and suspension of account:** rights of operator over free website account; cancellation policy for unused accounts; cancellation of free website account by user.
8. **Our rights to use your content:** definition of user content; licence of user content; sub-licensing of user content; right to bring proceedings in respect of user content; waiver of moral rights in user content; user may edit own content; delete etc user content on breach.
9. **Rules about your content:** user content warranty; no unlawful user content; user content rules.
10. **Limited warranties:** no warranties for information; right to discontinue website publication; no implied warranties or representations relating to website.
11. **Limitations and exclusions of liability:** caveats to limits of liability; interpretation of limits of liability; no liability for free information or services; no liability for force majeure; no liability for business losses; no liability for loss of data or software; no liability for consequential loss; no personal liability.
12. **Breaches of these terms and conditions:** Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may: send you one or more formal warnings; temporarily suspend your access to our website; permanently prohibit you from accessing our website; block computers using your IP address from accessing our website; contact any or all of your internet service providers and request that they block your access to our website; commence legal action against you, whether for breach of contract or otherwise; and/or suspend or delete your account on our website. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.
13. **Variation:** The document may be revised; The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions. If you have given your express agreement to these terms and conditions, we will ask for your express agreement to any revision of these terms and conditions; and if you do not give your express

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agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

14. **Assignment:** You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.
15. **Severability:** severability of whole; severability of parts.
16. **Third party rights:** A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.
17. **Entire agreement:** these terms and conditions, together with our privacy policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.
18. **Law and jurisdiction:** These terms and conditions shall be governed by and construed in accordance with English law. Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of England.
19. **Our details:** This website is owned and operated by Pen-y-Graig Woodland Centre, registered in England and Wales under registration number 12098346, and our registered office is 30 Drybridge Street, Monmouth NP25 5AD. Our place of business is Pen-y-Graig Woodland Centre, Glyn Road, Penallt, Monmouthshire. NP25 4AP. contact information is displayed on the website.

