



DATED \_\_\_\_\_ 2019

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CORNWALL TRUST FOR NATURE  
CONSERVATION LTD (THE) trading as  
CORNWALL WILDLIFE TRUST

ERCCIS WEBSITE TERMS OF USE

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With thanks to:



Stephens Scown LLP, Curzon House, Southernhay West, Exeter EX1 1RS  
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: [Stephens-scown.co.uk](http://Stephens-scown.co.uk)

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## THE PURPOSE OF THESE TERMS

These terms of use (together with the documents referred to in it) tell you (whether as a guest or a registered user) the terms of use on which you may make use of this ERCCIS website, which is owned and controlled by Cornwall Trust For Nature Conservation Ltd (“our site”). Use of our site includes accessing, browsing, registering to use our site, uploading content and requesting data from our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site.

Some of the sections in these terms apply solely to consumers and businesses, these sections are marked as such, otherwise all terms apply to everyone who visits our site.

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 of use, you must not use our site.

## WHO WE ARE

We are the Environmental Records Centre for Cornwall and the Isles of Scilly (“ERCCIS, “We”, “Our” or “Us”), a department of Cornwall Trust For Nature Conservation Ltd (The) trading as Cornwall Wildlife Trust (CWT) which is responsible for running this ERCCIS website. CWT is registered in England and Wales with charity number 214929 and company number 00732511. CWT’s registered office is at Five Acres, Allet, Truro, Cornwall, TR4 9DJ.

The aim of the ERCCIS website is to inform people about ERCCIS, to promote and encourage wildlife recording in Cornwall and the Isles of Scilly and to act as the centre for Biological and Geological information in Cornwall and the Isles of Scilly and explain what services can be provided by us.

The aim of the online recording section of this website (<https://erccis.org.uk/share-sightings>) is to record, upload and verify wildlife sightings (we call these “Records”) either as an individual or an individual acting within a recording group. All Records submitted will be stored permanently on a secure server at CWT. Records will be made accessible to relevant organisations, scientific researchers and the public.

Your submitted Records will be stored permanently and used to inform the conservation and study of the recorded species in the future.

## APPLICABLE LAW

Please note that these terms of use, its subject matter and its formation, are governed by English law. You and we both agree to that the courts of England and Wales will have exclusive jurisdiction.

## LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.





## The Environmental Records Centre for Cornwall and the Isles of Scilly

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.

We will not be liable to any user 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 the site or;
- inability to use our site; or
- reliance on any content displayed on our site.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

You agree not to use our site for business purposes unless you have our express permission to do so. If you do use our site for business purposes, either with or without our permission we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## OTHER APPLICABLE TERMS

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;
- our [Cookie Policy](#) which provides information about the cookies on our site;
- our Acceptable Use Policy & Content Standards, included within these terms, which sets out how you can and cannot use our site, including the use of interactive features, our responsibilities to you, and the penalties for breaching the policy; and
- any other agreements you enter into with us.

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## CHANGES TO OUR SITE

We may update our site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

## ACCESSING OUR SITE

Our site is made available free of charge to all but if you require certain data or reports a charge may apply.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our site.

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.

## YOUR ACCOUNT AND PASSWORD

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 [orks@cornwallwildlifetrust.org.uk](mailto:orks@cornwallwildlifetrust.org.uk).

## INTELLECTUAL PROPERTY RIGHTS

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 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.



## The Environmental Records Centre for Cornwall and the Isles of Scilly

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 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. This will not apply to any reports you have ordered and paid for in accordance with our **Order Terms and Conditions**.

If you submit a photograph to our site you:

- Give us and our partners permission to publish the file/s on our respective websites and to use the file/s in any publicity materials we produce;
- Grant us and our partners a non-exclusive, worldwide licence to republish the file/s in any format including, without limitation, in print and electronic formats;
- Warrant that the file is entirely your own work and has not been copied in whole, or in part, from any 3rd party and does not infringe any 3rd party intellectual property rights; and
- Waive all moral rights in, and arising from your photograph(s), but retain ownership of the copyright in your file(s) as its author.

Wherever possible you will receive credit for the reproduction of your work on, or next to, your photograph or file, although we reserve the right to exclude a direct attribution where this affects the aesthetic of the reproduction.

## NO RELIANCE ON INFORMATION

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.

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

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## VIRUSES

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 in order 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 which 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.

## LINKING TO OUR SITE

We allow links to our site to be shared via social media, provided that they comply with our Acceptable Use Policy and Content Standards included in these terms.

Other than for social media use 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.
- establish a link to our site in any website that is not owned by you.
- frame our site on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our Acceptable Use Policy and Content Standards.

We encourage businesses and others to link their sites to our site if we believe there will be benefit for both within the framework of our objectives. You must not link to our site for commercial purposes without our written agreement.





## The Environmental Records Centre for Cornwall and the Isles of Scilly

If you wish to make any use of content on our site other than that set out above, please contact us by emailing us at [erccis@cornwallwildlifetrust.org.uk](mailto:erccis@cornwallwildlifetrust.org.uk).

### THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those sites or resources and do not guarantee that those sites will adhere to our Acceptable Use Policy or Content Standards.

### ACCEPTABLE USE POLICY

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.
- for the purpose of harming or attempting to harm minors in any way.
- 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.

You also agree not to:

- reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- access without authority, interfere with, damage or disrupt any:
  - part of our site;
  - equipment or network on which our site is stored;
  - software used in the provision of our site; or
  - equipment or network or software owned or used by any third party.

### Interactive services

We may from time to time provide interactive services on our site.

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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).

We will do our best to assess any possible risks for users (and in particular for children) 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 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.

The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. 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.

Where we do moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## USER-GENERATED CONTENT IS NOT APPROVED BY US

This website includes information, materials and Records. The information and materials on this website have been written by ERCCIS staff. The Records have been uploaded by other users of the site. ERCCIS and its approved verifiers verify these Records where possible; however some information and material will not have been verified or approved by ERCCIS. The views expressed by other users on our site do not represent our views or values.

## CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site and to any interactive services associated with it.

Individual and recording group accounts can be created in order to upload Records. Records include wildlife observations, photos, descriptions and locations and comments.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Record as well as to its whole.

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## The Environmental Records Centre for Cornwall and the Isles of Scilly

### Records must:

- be accurate to the best of your knowledge (where they state facts);
- be content that either you own or have permission of the owner to use;
- where they are photographs, have the permission of any subjects identifiable in the photograph;
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

### Records must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote 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 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 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; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

### By uploading any Records to our site, you agree that the Records:

- have been collected in adherence to our Behaviours/Best Practices guidance set out in our [User Guide](#)
- will be used for conservation, education and other Local Environmental Record Centre activities;
- will be stored, managed and used securely by ERCCIS in accordance with their policies and procedures on data supply, data ownership, data management and data access;
- may be assigned to a local expert in which case it will be available for viewing by them at any point in the future;
- Data may also be passed onto a relevant National Scheme and Society where relevant and your contact details may be disclosed to such local experts for verification or validation purposes;

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- may be flagged as 'sensitive' and as such not be made publicly available where the Record relates to a species that could be vulnerable to disturbance or persecution.

### Suspension and termination

We will determine, in our discretion, whether there has been a breach of this acceptable use policy through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our 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; and/or
- disclosure of such information to law enforcement authorities as we feel necessary.

We exclude liability for actions taken in response to breaches of this acceptable use policy. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate. Some of the provisions contained in this acceptable use policy may also be superseded by provisions or notices published elsewhere on our site.

## CHANGES TO THESE TERMS

We may revise these terms of use or any policy referred to in them at any time by amending this page or that policy.

Please check this page and our policies from time to time to take notice of any changes we made, as they are binding on you.

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