

# Website Terms and Conditions of Use

These terms and conditions outline the rules and regulations for the use of The Royal Scottish Forestry Society's (the Society) Website. You must accept these terms and conditions in full; if you disagree with any part of these terms and conditions please do not use our website.



## Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements:

- "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions.
- "The Company", "Ourselves", "We", "Our" and "Us", refers to the Society.
- "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves.

All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, the prevailing laws of Scotland.

Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

## Cookies

We employ the use of cookies. By using the Society's website you consent to the use of cookies in accordance with the Society's privacy policy.

Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting.

## Intellectual Property Rights

Unless otherwise stated, we own the intellectual property rights in the website and material on the website.

In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

## Licence to Use Website

When using our website you can view, download for caching purposes, and print pages, however, there are conditions:

- Material from this website must not be republished in any form or reproduced or stored on any other website. (Public or private retrieval system);
- Without our express permission (written) you must not copy, sell, resell or otherwise exploit our website for commercial purpose;
- Material on our website must not be edited or modified in any way.



## Limitations of Liability

All information on this website is given free-of-charge, we cannot be held liable in respect of the information given on this website.

We will make every effort to ensure that the information on our website is correct, however, we do not guarantee its entirety and accuracy.

We do not guarantee that our website will remain available or that all the material used is kept current.

We exclude all representations, warranties and conditions (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) to the maximum extent permitted by applicable law.

We will not be liable for direct, indirect or consequential loss or damage arising under these terms and conditions, whether arising in tort, contract, or otherwise, including, without limitation, any loss of profit, contracts, business, goodwill, data, income, revenue or anticipated savings.

We will not be liable for any direct, indirect or consequential loss or damage arising under these terms and conditions or in connection with our website, however, nothing in these terms and conditions shall exclude or limit our liability for fraud, for death or personal injury caused by our negligence, or for any other liability which cannot be excluded or limited under applicable law.

## Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

## Removal of links from our website

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

## Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libellous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.



## Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

## Disclaimer

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

## Restricted Access

Access to certain areas of our website is restricted. We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion.

## ID and Password Usage

If at any time we provide you with a user ID and password to enable you to access restricted areas of our website, you must ensure that that user ID and password is kept confidential. You will accept responsibility for all activities that occur under your user ID or password.

We may disable your user ID and password if you breach any of the policies or terms governing your use of our website or any other contractual obligation you owe to us.

## Illegal Use of Website

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under English and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, sexually explicit, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.



We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or cancelling your account, restricting your access to our website, or commencing legal proceedings against you.

## Hyperlinking to our site or content

1. The following organizations may link to our Web site without prior written approval:
  - a) Government departments and agencies;
  - b) Search engines;
  - c) News organisations;
  - d) Museums and charities; and
  - e) Funders;
  - f) [Justgiving.com/en](http://Justgiving.com/en).
2. These organisations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.
3. We may consider and approve in our sole discretion other link requests from the following types of organizations:
  - a) commonly known consumer and/or business information sources such as Chambers of Commerce, Automobile Associations, AARP and voluntary organisations;
  - b) dot.com community sites;
  - c) associations or other groups representing charities, including charity giving sites,
  - d) online directory distributors;
  - e) internet portals;
  - f) accounting, law and consulting firms whose primary clients are businesses; and
  - g) educational institutions and trade associations.

We will approve link requests from these organisations if we determine that:

- a) the link would not reflect unfavourably on us or our sector;
- b) the organisation does not have an unsatisfactory record with us;
- c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of the Society; and
- d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organisation.

These organisations may link to our home page, to publications or to other Web site information so long as the link:

- a) is not in any way misleading;
- b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and
- c) fits within the context of the linking party's site.

If you are among the organisations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to [director@rsfs.org.uk](mailto:director@rsfs.org.uk). Please include your name, your organisation name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any



URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

Approved organizations may hyperlink to our Web site as follows:

1. By use of our corporate name; or
2. By use of the uniform resource locator (Web address) being linked to; or
3. By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of the Society's logo or other artwork will be allowed for linking absent a trademark license agreement.

## Hyperlinking from our website

We will only embed links on our website to those organisations who are providing, or have provided, funding to the Society and organisations deemed to be Partner organisations by the Board of the Society.

## Policy Amendments

We may occasionally update these Terms and Conditions of Use by posting a new version on our website. It is in your interest to check this page regularly to ensure you are comfortable with any changes made.

These terms and conditions, together with our privacy policy constitute the entire agreement between you and us in relation to your use of our website and supersede all previous agreements in respect of your use of this website. You also have the right to lodge a complaint with the supervisory authority.