

## **Terms & Conditions**

### **Terms of Use**

The terms and conditions of use set out below apply to the website owned, operated and controlled by the Cornwall Development Company Limited (CDC), located on the World Wide Web at [www.marine-i.co.uk](http://www.marine-i.co.uk) (the "Marine-i website"). By using the MARINE-I website, you are deemed to have full knowledge of the following terms and conditions and to accept them. If you do not agree to be bound by the following terms and conditions, please do not use the MARINE-I website.

### **(1) Introduction**

The MARINE-I website offers a business support service (the "Service" or "Services") with those Services being provided through the MARINE-I website. The MARINE-I website acts as a signposting website and holds data for the purposes of providing business support for businesses in Cornwall and the Isles of Scilly.

If you (the "Service User" or "You"), whether acting as an individual or as a representative of a business decide to use the MARINE-I website, you are agreeing to comply with and be bound by the following terms and conditions of use. The administrator of the MARINE-I website and the data owner is CDC, whose office is registered at Bickford House, South Wheal Crofty, Station Road, Pool, Cornwall, TR15 3QG.

### **(2) Alteration to the Terms and Conditions**

At any time, CDC may change, modify, add to or remove part or all of these Terms and Conditions. You should therefore check these Terms and Conditions periodically to see if they have changed. Your continued use of the MARINE-I website following any change in the Terms and Conditions will be deemed to constitute acceptance by You of those changes. These Terms and Conditions must be read in conjunction with the Acceptable Use Policy (see item 13) which forms part of these Terms and Conditions.

### **(3) Copyright**

All material accessible on the MARINE-I website is protected by copyright. See separate Website and Copyright Disclaimer at [www.marine-i.co.uk](http://www.marine-i.co.uk)

### **(4) Continuity of Service**

CDC will use reasonable endeavours to provide a prompt and continuing service. CDC does not, however, warrant that the service it provides will continue uninterrupted or without delay or that it will remain unchanged. In particular, CDC reserves the right to bring the MARINE-I website down as and when it considers it to be necessary or desirable for the purposes of maintenance.

### **(5) Indemnity**

In using the MARINE-I website, You agree to indemnify CDC against any actions, claims, demands or other proceedings brought by any third party against CDC as a consequence of Your use of the site. Neither CDC nor any of our Service

Delivery Partners (“SDPs”) provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered through the MARINE-I website for any particular purpose. You acknowledge that such information may contain inaccuracies or errors and CDC expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

#### **(6) Quality of Service**

Whilst CDC will use its reasonable endeavours to ensure that the information contained in the MARINE-I website is correct and reliable, no warranty, either express or implied, is given as to the accuracy or completeness of that information.

#### **(7) Links to External Sites**

The MARINE-I website contains hypertext links to a number of websites owned, operated and controlled by third parties. CDC has no control over or proprietary interest in any of these websites and, as such, makes no warranties with regard to the quality, security, accuracy or any other aspect of such sites, and excludes any and all liability arising from use of the same. The MARINE-I website may contain and provide information which is owned by or licensed to CDC, for which reproduction is prohibited.

The MARINE-I website also provides signposting to external sources of information (such as external organisations and the services that they provide, through external links out from the MARINE-I website). This signposting is to provide further support and information that may be of use to you and your business. It does not specifically signify that CDC endorses these external sources and CDC has no responsibility for the content or quality of information or services provided by them.

#### **(8) Third Party Contributors**

You acknowledge that many parts of the service provided on the MARINE-I website are provided by third party service providers (“TSPs”) and not by CDC. You agree that CDC shall bear no responsibility to You in respect of any aspect of any third party services or contributions provided by TSP’s and that Your only remedy for failure to provide such services is a remedy against the relevant TSP. Where appropriate the provision of any third party services to You by any TSP shall be provided to You on the terms and conditions of the relevant TSP. It is Your responsibility to make yourself aware of such terms and conditions.

Acceptance by You of any services provided by a TSP may form a contract between You and the TSP directly. It is Your responsibility to check whether acceptance of such services will be construed as confirming Your total and unequivocal acceptance of the TSP’s terms and conditions of service.

#### **(9) Your Responsibilities**

You must ensure that at all times You observe these Terms and Conditions.

## **(10) Queries**

While every effort is made to ensure that any enquiry You submit is dealt with promptly, CDC cannot guarantee that Your query will always be dealt with within the time-scale You require.

If Your enquiry is submitted to a TSP linked to the MARINE-I website and operating through the MARINE-I website, then CDC staff will not necessarily read or see Your enquiry. CDC cannot guarantee complete confidentiality and recommends that You do not include sensitive information, or information which could be classed as a trade secret, via the Internet.

## **(11) Disclaimer**

CDC shall not be liable for any claims or losses which are due to circumstances beyond CDC's reasonable control. CDC shall not be liable for any claims or losses to the extent that these relate to profits, indirect or consequential losses.

This disclaimer does not affect Your statutory rights (if any) and no part of these terms and conditions seeks to avoid liability for fraud, fraudulent misrepresentation or for negligence causing personal injury or death.

## **(12) General**

These Terms and Conditions are governed by and shall be construed in accordance with English law.

## **(13) Acceptable use policy (the "Policy")**

### **13.1 General**

This Policy provides only general guidance with regard to the use of the MARINE-I website by You.

### **13.2 Copyright**

(a) If You place material, including software, on the MARINE-I website You will automatically grant to CDC the right, at no cost, to copy, adapt, edit, publish, distribute, translate and otherwise use all such material and to grant to its other customers the right to print copies of the material for their own use. Subject to this grant, You will retain all rights in the material.

(b) You may not place copyright material on the MARINE-I website without the written permission of the owner of the copyright or of some person authorised by the owner to give such consent. You must, if requested to do so by CDC, provide written proof of such consent.

### **13.3 Content**

(a) When posting any advertisement or other commercial solicitation or material to any special interest group or site it is Your obligation to comply with all applicable laws. In particular, the advertisement or commercial solicitation must comply with all relevant legislation, statutes, regulations and codes in any relevant jurisdiction.

(b) Posting private or other confidential material to any special interest group is prohibited.

(c) Impersonating another business or person or otherwise falsifying Your business or other name in any post to any group is prohibited.

(d) Any communication or posting which may be perceived or construed by CDC to be harassment of a third party by e-mail is prohibited as is the use of the MARINE-I website for sending computer viruses or the like.

(e) You must not publish on the MARINE-I website any material which infringes the rights of any person (including, without limitation, their copyright, trademark, confidential information or other intellectual property rights) or which is, in CDC's sole and absolute opinion, abusive, blasphemous, obscene, pornographic, defamatory, vitriolic, discriminatory, menacing in character, illegal or deliberately inflammatory. CDC considers the publication of such materials and other inappropriate materials to be severe abuses of the MARINE-I website.

(f) You must not use the MARINE-I website to perform or to solicit the performance of any illegal activity or any activity that is contrary to generally accepted convention or is intended to solicit membership or sale of any services competing with the MARINE-I website.

(g) CDC reserves the right in its sole and absolute discretion to delete any material on the MARINE-I website without prior notice whether or not it violates any of the standards set out in this Policy.

#### 13.4 Consequences of ignoring or failure to comply with the Policy

(a) If CDC in its sole discretion considers that You are in breach of any of this Policy then CDC may take such action as it, in its sole discretion, considers appropriate. This may include (but shall not be limited to), the editing or deletion of any material appearing on the MARINE-I website or the termination of Your rights of access to any service. You will not be entitled to any credit or compensation for any loss of access to any service which results from any such action taken by Us under this Policy.

(b) You accept that CDC gives no undertaking to You that it will take any action to ensure compliance with the Policy by any other customer and that CDC is entitled to take such action as it considers appropriate under the Policy or to refrain from doing so at its absolute discretion.

(c) Whilst CDC does not have any obligation to monitor the MARINE-I website it reserves the right to prohibit activities which in its absolute judgement may cause harm of any kind to other customers, third parties, the MARINE-I website or CDC.

You agree that your newly submitted business support service may not be accepted onto the site for 72 hours. CDC reserves the right to obtain a reference prior to accepting a Business Support Service provider onto the MARINE-I website.

### **(14) Data Protection**

You acknowledge the duties of CDC (and any third party appointed by CDC to manage and administer the MARINE-I website) under the Data Protection Act 1998 and shall give all reasonable assistance where appropriate or necessary to comply with such duties.

CDC shall ensure that personal data and sensitive personal data is safeguarded at all times in accordance with the law. For further information, see separate Privacy Policy at [www.marine-i.co.uk](http://www.marine-i.co.uk).

### **(15) The role of MARINE-I website**

The MARINE-I acts as a business friendly portal to access the programme ensuring the widest reach and specifically enabling us to reach areas that have previously not had significant ERDF funding before.

### **(16) Our relationship with you**

CDC is committed to ensuring that the site is effective and usable for businesses.

*MARINE-I is a collaborative ERDF funded project led by the University of Exeter and includes the following Delivery Partners; The Cornwall College Group ("TCCG"), University of Plymouth ("UoP"), Cornwall Marine Network ("CMN"), Offshore Renewable Energy Catapult ("OREC") and Cornwall Development Company ("CDC"). Cornwall Development Company, a local authority company controlled by Cornwall Council, is the Delivery Partner responsible for managing the Marine-i website. Cornwall Development Company is registered in England and Wales under registration number 3668828. Cornwall Development Company is compliant with the Data Protection Act 1984 and 1998. Registered number Z4931935*

If you require this information in an alternative format please contact the MARINE-I Programme Administrator on 01209 615091 or email: [info@marine-i.co.uk](mailto:info@marine-i.co.uk)