

### **1. Website Terms of use**

2. This page (together with the documents referred to on it) tells you the terms of use (our "Terms") on which you may access our site at [www.cornishmining.com/mineandyours](http://www.cornishmining.com/mineandyours) (our "Site"), whether as a guest or a registered user. Please read these terms carefully before you start to use our Site. By using our Site, you agree to be bound by our Terms. If you do not agree to these Terms, please refrain from using our Site.

### **3. Information about our business**

- a. [www.cornishmining.com/mineandyours](http://www.cornishmining.com/mineandyours) is a Site operated by CORNWALL COUNTY COUNCIL.
- b. Our main trading address is at New County Hall, Truro, Cornwall, TR1 3AY.
- c. Our VAT number is 132 7467 70
- d. We are registered with the Information Commissioner's Office for data protection purposes and our data protection registration number is Z5464625.

### **4. Accessing our Site**

- a. Access to our Site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Site without notice (see below). We will not be liable if for any reason our Site is unavailable at any time or for any period.
- b. From time to time, we may restrict access to some parts of our Site, or our entire Site, to users who have registered with us.
- c. When using our Site, you must comply with the provisions of these Terms.
- d. 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 systems are aware of these Terms, and that they comply with them.
- e. 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, and 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 opinion you have failed to comply with any of the provisions of these terms of use.

## 5. Prohibited uses

- a. You may use our Site for lawful purposes only. You may not use our Site (including but not limited to the use of our Site for the posting of any material on our Site):
  - i. in any way that breaches any applicable local, national or international law or regulation. This includes the sending, knowingly receiving, using or reusing of material that does not comply with our content standards below; or
  - ii. In any way that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause any annoyance or inconvenience; or
  - iii. for which you have not obtained all necessary licences and/or approvals; or
  - iv. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
  - v. in any way inconsistent with our Privacy Policy and Under 16 Policy [<http://www.cornishmining.com/mineandyoures/legal.html>]; or
  - vi. in any way which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data); or
  - vii. with the purpose of harming or attempting to harm minors in any way; or
  - viii. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - ix. to hack or use some other means to gain illegal or unauthorised access to together computers.
- b. You also agree not to access without authority, interfere with, damage, attack or disrupt:
  - i. any part of our Site;
  - ii. any equipment or network on which our Site is stored;
  - iii. any software used in the provision of our Site; or
  - iv. any equipment or network or software owned or used by any third party.

- c. 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.
- d. We will not be liable for any loss or damage caused by attacks, viruses 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 material posted on it, or on any Site linked to it.
- e. We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of clause a

## **6. Interactive services**

- a. We may from time to time provide interactive services on our Site, including, without limitation:
  - i. Bulletin boards for photographs, photo galleries, written information, scans, audio recordings, drawings, poems, video recordings and any other information (collectively referred to as “material”);
  - ii. Guest books;
  - iii. Online polls.
- b. Where we do provide any interactive services, we will provide 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).
- c. 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 the 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.
- d. The use of any of our interactive services by a minor (under the age of 16 years) is subject to our Under 16 Policy and 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 foolproof. Minors who are using any interactive services should be made aware of the potential risks to them.

- e. Where we do not moderate an interactive service, we will normally provide you with a means of contacting the moderator, should a concern or difficulty arise.

## **7. Content standards**

- a. These content standards apply to any and all material which you contribute to our Site (contributions). And to any interactive services associated with it.
- b. You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.
- c. Contributions must:
  - i. Be accurate (where they state facts);
  - ii. Be in English;
  - iii. Be genuinely held (where they state opinions); and
  - iv. Comply with applicable law in the UK and in any country from which they are posted.
  - v. Be your own original work.
  - vi. Comply with our Privacy Policy and Under 16 Policy.
- d. Contributions must not:
  - i. Contain any material which is defamatory of any person;
  - ii. Contain any image, recording or Personal Data (as defined in the Data Protection Act 1998 (the "Act")) of any person other than you (collectively referred to as "third party data.")
  - iii. Contain any material which is obscene, offensive, hateful or inflammatory;
  - iv. Promote sexually explicit material;
  - v. Promote violence.
  - vi. Promote discrimination based on race, sex, religion, nationality, disability, sexuality orientation, or age.

- vii. Infringe any copyright, database right or trade mark of any other person.
- viii. Be likely to deceive any person.
- ix. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- x. Promote any illegal activity.
- xi. Be threatening. Abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- xii. Be likely to harass, upset, embarrass, alarm or annoy any other person.
- xiii. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- xiv. Give the impression that they emanate from us, if this is not the case.
- xv. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- xvi. Feature advertising.

## **8. Service Access**

- a. While we endeavour to ensure that the Site is normally available 24 hours a day, we shall not be liable if for any reason the Site is unavailable at any time or for any period.
- b. Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair for reasons beyond our control.
- c. We aim to update our Site regularly, and may change the content at any time. If the need arises, we may suspend access to our Site, or close it indefinitely. We will always try to keep any disruption to a minimum but acknowledge that this will not always be possible. Any of the material on our Site may be out of date at any given time, and we are under no obligation to update such material.

## **9. Suspension and termination**

- a. We will determine, in our discretion, whether there has been a breach of these terms through your use of our Site. When a breach has occurred, we may take such action as we deem appropriate.

- b. Failure to comply with these terms constitutes a material breach of the terms, and may result in our taking all or any of the following actions:
  - i. Immediate, temporary or permanent withdrawal of your right to use our Site;
  - ii. Immediate, temporary or permanent withdrawal of any posting or material uploaded by you to our Site;
  - iii. Issue of a warning to you;
  - iv. 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;
  - v. Further legal action against you; or
  - vi. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
  
- c. We exclude liability for actions taken in response to breaches of these terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

## **10. Intellectual property rights**

- a. Unless otherwise stated 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.
  
- b. You may print off one copy, and may download extracts, of any page(s) from our Site for your personal, non-commercial use.
  
- c. You must not modify the paper or digital copies of any materials you have acquired from our Site. Trade marks, copy rights or any other proprietary notices must always remain intact. You must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
  
- d. Our status (and that of any identified contributors) as the author(s) of material on our Site must always be acknowledged.
  
- e. You must not use any part of the materials on our Site for commercial purposes without obtaining a licence to do so from us or our licensors. Any unauthorised downloading, re-transmission or other copying or modification of any of the contents may be in breach of statutory or common law rights which could be the subject of legal action.

- f. If you print off, copy or download any part of our Site in breach of these terms, 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.

## **11. Reliance on information posted**

- a. Commentary and other materials posted on our Site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Site, or by anyone who may be informed of any of its contents.
- b. The material on the Site is provided “as is”, without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Site on the basis that we exclude all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill which, but for this legal notice, might have effect in relation to the Site.)
- c. The material contained on this Site may be out of date and we make no commitment to update such material.

## **12. Our liability**

- a. To the fullest extent permitted by law, we, and third parties connected to us hereby expressly exclude:
  - i. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
  - ii. Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our Site or in connection with the use, inability to use, or results of the use of our Site, any sites linked to it and any materials posted on it, including, without limitation, any liability for:
    - 1. loss of income or revenue;
    - 2. loss of business;
    - 3. loss of profits or contracts;
    - 4. loss of anticipated savings;
    - 5. loss of data;
    - 6. loss of goodwill;
    - 7. wasted management or office time; and

8. for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- b. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.
- c. If your use of the material on the Site results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

### **13. Information about you and your visits to our Site**

- a. We process information about you in accordance with our Privacy Policy and Under 16 Policy [<http://www.cornishmining.com/mineandours/legal.html>]. By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

### **14. Maps**

- a. The Council is licensed by Ordnance Survey to use their maps on its main website to which there is link from our Site. The Ordnance Survey maps are protected by Crown Copyright and must not be used for unauthorised purposes.
- b. If you wish to use an Ordnance Survey map, further details of their licensing scheme is available at [www.ordsvy.gov.uk](http://www.ordsvy.gov.uk).
- c. The Site also contains maps created by the Council, permission to use these maps is granted or withheld at the discretion of the Council and application should first be made to [gis@cornwall.gov.uk](mailto:gis@cornwall.gov.uk)

### **15. Material submitted by you**

- a. Whenever you make use of a feature that allows you to upload material to our Site you must comply with our content standards. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.
- b. Any material you upload to our Site will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to

disclose your identity to any third party who is claiming that any material posted or uploaded by you to our Site constitutes a violation of their intellectual property rights, or of their right to privacy.

- c. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our Site.
- d. We have the right not to include any material which you attempt to upload onto the Site on our Site and to remove any material or posting you make on our Site if, in our opinion, such material does not comply with our content standards.
- e. We reserve the right to publish and use Personal Data (as defined by the Act) provided by you and relating to you, in accordance with our Privacy Policy and our Under 16 Policy [<http://www.cornishmining.com/mineand yours/legal.html>]. By using our Site you consent to such publication and use.

## **16. Linking to our Site**

- a. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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 and do not misrepresent your relationship with us nor present any other false information about us.
- b. You must not establish a link from any Site that is not owned by you.
- c. Our Site must not be framed 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 site from which you are linking must comply in all respects with the content standards set out in these terms.
- d. Your website must not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or rights of any other person or otherwise does not comply with all the applicable laws and regulations.
- e. If you wish to make any use of material on our Site other than that set out above, please address your request to [enquiries@cornwall.gov.uk](mailto:enquiries@cornwall.gov.uk).

## **17. Links from our Site**

- a. 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 accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **18. General**

- a. The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our Site. These terms are governed by English law.
- b. If any provision (or part of a provision) of these terms and conditions are found by any court of law or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to our intention.
- c. The headings in these terms and conditions are inserted only for convenience and shall not effect its construction.
- d. Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

## **19. Variations**

- a. Our terms may change from time to time. This Site will always contain our current terms. Please check this Site for changes, as they are legally binding on you.
- b. The last updating of these terms took place in July 2008.

## **20. Contact us**

- a. If you have any concerns about material which appears on our Site, please contact us at [enquiries@cornwall.gov.uk](mailto:enquiries@cornwall.gov.uk).
- b. We welcome any feedback and suggestions on what you would like us to publish on the Site, please use the Get In Touch Form.

- c. In the event that you are experiencing any problems with a page on the Site, please use the Get In Touch Form.
- d. For more information on the Council, contact telephone numbers and email addresses can be found at [www.cornwall.gov.uk](http://www.cornwall.gov.uk)

**21. Thank you for visiting our Site.**