

A.1 These Terms and Conditions shall:

(a) apply to and bind all the registered users of this website and Wales Craft Council Members; and

(b) be incorporated into every contract that we enter into online in relation to the supply of our goods and/or services, including the booking of events and fairs.

A.2 Except for Condition C.1, these Terms and Conditions shall not apply to the supply of any goods or services that are purchased by you from any Wales Craft Council member businesses that advertise on this website (see Condition D.1).

SECTION B. DEFINITIONS USED IN THIS DOCUMENT

B.1 In these Terms and Conditions:

"Commercial Goods" means any Charged-For goods supplied by us; "Content" means information, data, text, music, sound, photographs, graphics, video, messages and works or materials of any sort; "Contract" means any other contract entered into between us relating to the supply to you by us of any Commercial Goods or Paid Services; "Goods" means any goods supplied by us; "Interest" means interest at a rate of 4% above the base lending rate of HSBC Bank plc from time to time; "Paid Services" means any Charged-For services supplied by us to you; "Registration Form" means the registration form to be completed by Users to become Members; "Services" means any services supplied by us to you; "Specified Email Address" means the email address stipulated by you for the receipt of emails from us from time to time; "Third Party" means any (other) User or any person or entity you are dealing with via this website; "User" means a registered user of this website or fully paid up member of the WCC who is permitted access to the password protected sections of this website; "Virus" means any hidden software that can replicate itself and is intended to interfere with the normal operation of any software or computer system (examples of software of this sort includes computer viruses, worms and Trojan horses); "we" and "us" means CYNGOR CREFFT CYMRU CYF T/A Wales Craft Council of HENFAES LANE WELSHPOOL POWYS SY21 7BE Company No. 02867995 (and "our" shall be construed accordingly); "Working Days" means days other than Saturdays, Sundays and public holidays; and "you" means the person (other than us) who has agreed to be bound by these Terms and Conditions, and "your" shall be construed accordingly.

The expression "other arrangements we have in place with you" (see Conditions C.7, E.16, G.7 and G.24) shall include your right to use this website as a registered user.

The sub-headings within these Terms and Conditions are not legally binding.

SECTION C. LIMITATIONS ON OUR LIABILITY

Liability to Users

C.1 Subject to Conditions C.4, C.5, C.6 and C.10 below our total liability to you as a user of this website whether in contract, tort (including the tort of negligence) or otherwise shall not exceed £50.00.

The cap on our liability to you a user of this website takes into account the fact that we have not charged you to become a user of this site, and that if we were to increase the amount of our possible liability to you and the anticipated number of other users of this site it would outweigh the benefits to us of running and maintaining this website.

C.2 Whilst we shall use our reasonable efforts to ensure that this website remains operational we shall not be liable to you for any failure of this website to function correctly or to be accessible, that are attributable either to matters beyond our reasonable control, or to essential maintenance works.

C.3 Condition C.1 shall also cover our liability to you in relation to any free Goods and Services.

Liability in relation to the supply of Goods and Services

C.4 Subject to conditions C.5 and C.6 below our total liability to you:

(a) in respect of Charged-for Goods and Paid Services shall be limited to one and a half times the sums paid to us by you for the goods or services in question (including any delivery charges): and

(b) in respect of Goods and Services that we do not charge for (including those referred to in Condition F.11) shall be limited to shall not exceed an aggregate amount of £50.

The amounts referred to in (a) and (b) apply in all situations and irrespective of whether our liability in question arises under or in connection with any Contract or in contract, tort (including the tort of negligence).

The cap on our liability to you in Condition C.4(b) also takes into account the provisions of Condition F.12.

Non-Excluded Matters

C.5 The limitation on our liability under Conditions C.2 and C.3 shall not apply in respect of death or personal injury caused by our negligence, and there shall be no limit of liability in those circumstances.

C.6 Nothing in these Terms and Conditions shall disapply our UK statutory liability in relation to the sale or supply of any Goods or Services.

Irrecoverable Losses

C.7 Our liability to you all any Contracts and other arrangements that we have in place with you shall not extend to:

(a) any indirect or consequential costs or expenses suffered by you however caused including (but not limited to) loss of anticipated profits, goodwill, reputation, business receipts, or contracts, or losses and expenses resulting from third party claims; or

(a) any economic losses arising from the commission of any tort.

Liability for Information Supplied

C.8 We shall post on this website information that we have received from other people:

(a) relating to races, fixtures and other events; and

(b) that are posted in the any forum or similar section of this website.

As we are unable to verify all the information of this sort that we are supplied with, you confirm that you shall carry out your own checks to ascertain the accuracy of the information in question before you rely upon it.

C.9 The WCC website information, products and services (or third party information, products and services), are provided 'as is' without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. We do not warrant that the functions contained in the material contained in this site will be

uninterrupted or error free, that defects will be corrected, or that this site or the server that make it available are free of viruses or represent the full functionality, accuracy, reliability of the materials. In no event will we be liable for any loss or damage including, without limitation, In no event will we be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from use or loss of use of, data, or profits, arising out of or in connection with the use of the WCC website.

The provisions of C.8 shall not apply to any information of the sort referred to in C.8(a) where it relates to any race for which we collect race entry fees from you under any Contract made between us.

Liability for Other Websites : Although this website contains links to other websites we shall not be liable to you for the contents of those websites and (unless we specifically state to the contrary) we shall not be taken to endorse those websites or any of the goods or services that they provide.

Liability for Forum Contents : Our liability to you in relation to any items posted in any forum or similar section of this website shall not exceed an aggregate amount of £50.

The cap on our liability to you in relation to postings on this website takes into account the following matters.

- (a) At the present time it is not possible for us to moderate all postings in a way that still enables Users to post messages in a real time environment.
- (b) You may have legal rights against the individual responsible for the posting in question.
- (c) We shall promptly remove any posting from this website if we are notified of its existence and a reasonable case for its removal is provided.

SECTION D. DEALINGS WITH ADVERTISERS AND OTHER OR BUSINESSES

D.1 We shall not be liable to you in connection with any goods or services that are promoted or advertised on this website by any other businesses and you should undertake your own inquiries to ensure that the businesses in question are reputable, that their goods or services are suitable for your purpose, that those goods or services are of satisfactory quality or performed with reasonable skill and care (as the case may be), and that you have read and approved any relevant terms of business under which the goods and services in question are supplied.

SECTION E. PROVISIONS APPLICABLE TO REGISTERED USERS

Access

E.1 Access to certain parts of this website is restricted to registered users/WCC members and usernames and passwords are required to evidence a User's entitlement to access those parts of this site.

E.2 Any person who enters the password restricted parts of this website is deemed to be a registered user who has accepted these Terms and Conditions and agreed to be bound by them.

Fraud and Misuse

E.3 You confirm to us that you shall at all times:

- (a) provide us with accurate information regarding your identity; and
- (b) keep any username and password that you need to access any part of this website strictly confidential.

E.4 You shall immediately notify us by email at: info@walescraftcouncil.co.uk

- (a) if you believes that any unauthorised use has or may be made of the usernames or passwords referred to in Condition E.3(b); or
- (b) if you suspect or are aware of any other possible abuses of the website including (but not limited to) any unauthorised access.

Postings and Moderation : You acknowledge that you shall be liable to us and the other Users for any false or misleading information that you post on this website.

You acknowledge that:

- (a) we may (in our sole discretion) refuse to post any message without liability to the User in question; and
- (b) we may withdraw the posting at any time and for any reason.

We reserve the right to moderate all postings to be made on this website.

You acknowledge that the moderation of postings by us (see Condition E.10) may result in a delay in the postings in question being displayed on this website.

The indemnification provisions of Condition G.6 shall apply to all breaches of the User's obligations under this Section E of these Terms and Conditions.

You acknowledge that we may at any time immediately withdraw the right of any or all Users to make anonymous postings.

Licence, Editorial Matters and Restrictions: You confirm to us that we shall have an unlimited licence to publish any information or other materials that you provide us with for inclusion on this website both on this website and in our WCC publications and promotional leaflets, advertising and the like, and you confirm that we shall have the right to edit, amend, and otherwise deal with those materials as we think fit.

We shall be entitled at any time to delete from this website and our records any information of any kind submitted to us by you and it shall also be your responsibility to keep a copy of all the information that is submitted to us as a back-up copy and for your own records.

In addition to complying with the restrictions in Conditions G.1, G.2 and G.3 you confirm that you shall not upload or post on this website any informational or other materials:

- (a) that have the primary purpose of promoting any goods or services that do not meet with the guidelines and approval of the WCC or for goods and services that you do not yourself manufacture or process, or of denigrating the goods or services of any of your competitors;
- (b) that contain any software viruses or other destructive or malicious files, programs or code of any sort and this shall include any files, programs or code that unnecessarily waste any IT or other resources; and
- (c) that contain any hidden files, programs or code that may be used by you or anyone else to collect or disseminate any information for whatever purpose.

Conduct: When using this website you shall not do any of the following things.

- (a) Upload, post or otherwise transmit any Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, or invasive of another's privacy.

- (b) Upload, post or otherwise transmit any Content that you do not have a right to transmit under any law or any Content (or use the Website in any manner) which violates or infringes the rights of any person, firm or company (including, but not limited to, rights of intellectual property, rights of confidentiality or rights of privacy).
- (c) Upload, post or otherwise transmit any Content that contains any patent, trademark, copyright or other intellectual property rights, unless you own or control the rights in question or have received all necessary permissions.
- (d) Upload, post or otherwise transmit any material that contains software viruses or any other files or programs that may interrupt, destroy or limit the functionality of any website, servers, networks or computers including (but not limited to) email bombs and similar programs.
- (e) Upload, post or otherwise transmit any unsolicited advertising or promotional materials of any sort, or any other form of solicitation, or any bulk mail, chain letters, or communications materials relating to pyramid-selling schemes.
- (f) Restrict or in any way inhibit any other user from using the Website.
- (g) Use the Website for any illegal purpose or in a manner that is inconsistent with these Terms and Conditions or is not in accordance with any applicable laws and regulations.

Warning:

Termination

Any breach of Conditions E.3, E.13, E.15 or E.16 shall entitle us to immediately terminate any Contract or any other arrangement we have in place with you.

SECTION F. PROVISIONS APPLICABLE TO THE SUPPLY OF EVENT BOOKING SERVICES

Charges, Payment and Interest

You shall be liable to pay all our fees or charges as detailed on the due date(s) and time shall be of the essence for all payments due to us under these Terms and Conditions.

Unless stated to the contrary in these Terms and Conditions or on this website, all sums that are to be paid to us by you shall be payable in advance of the goods or services in question being supplied to you and they are exclusive of any applicable taxes and duties.

Without prejudice to any of our other rights and remedies we may charge you Interest (on the basis provided for in the following Condition) on any sums that are not paid to us on the due date.

Interest may be charged by us under the previous Condition from, and including, the date on which the payment in question fell due to the date on which that payment (including all applicable Interest) is paid in full, and Interest shall be charged on a daily basis with reference to a year consisting of 365 days, with all unpaid Interest compounded monthly.

No sums paid to us by you shall be regarded as paid until they are received by us in cleared funds.

Termination

A Contract may be terminated by us if you fail to pay us sum on the due date.

Without prejudice to the previous Condition either of us may terminate a Contract:

- (a) if the other commits a breach of that Contract and (in the case of a breach capable of remedy) fails to remedy that breach within 14 days of receiving a written notice requiring it to be remedied;
- (b) if an encumbrancer takes possession or a receiver is appointed over the property or assets of the other;
- (c) if the other makes any arrangement with his, her or their creditors, or ceases to carry on business, or is wound up or dissolved; or
- (d) if anything equivalent to any of the matters specified in Sub-Conditions F.7(b) or F.7(c) should occur in relation to the other party in any jurisdiction.

The termination of any Contract shall not limit the enforceability of any of the rights or obligations of the parties that accrued before the termination date.

Section H of these Terms and Conditions shall also apply in relation to the purchase of any goods or services from us by any natural person who is acting for purposes outside his or her business in purchasing the goods or services in question.

We shall endeavour to provide you with the goods or services that are the subject of any Contract between us as soon as reasonably possible but it is agreed that we shall not be in breach of our obligations to you if we should fail to do so within 30 days of the day on which you ordered the goods or services in question from us (see Condition H.18 regarding the calculation of time periods).

SECTION G. PROVISIONS GENERALLY APPLICABLE TO REGISTERED USERS OF THIS WEBSITE AND MEMBERS OF THE WALES CRAFT COUNCIL

Prohibitions and Good Faith

G.1 You confirm to us that:

- (a) you shall not provide us with any information or any materials of any sort that infringe the intellectual property or other rights of any other person;
- (b) none of the information or material supplied by you to us shall be libellous, obscene, or abusive nor shall it breach any law or regulation or give rise to any legal claim of any sort; and
- (c) (to the fullest extent possible) you waive any rights you may have under Chapter IV of the Copyright, Designs and Patents Act 1988 (or under any similar or analogous provisions under any other statute, law or regulation) in any information or any materials that you submit to us for posting or including on this website.

G.2 You shall not:

- (a) make any material misrepresentations in any information or materials submitted to us or this website; or
- (b) use this website (or any materials posted on it) for the purpose of building up a database of any sort that you or a third party intends to exploit for any commercial purpose.

G.3 You confirm that in your dealings with Third Parties you shall:

- (a) act in good faith and in a businesslike and courteous way; and
- (b) keep strictly confidential all confidential information disclosed to them.

Right of Control and Abuse

G.4 We reserve the right to stop any person or entity using at this website or posting or up loading any information or other materials on it. We shall also have the right to remove any information other materials from this website at any time.

G.5 You confirm to us that you shall not abuse or otherwise improperly use or exploit this website.

Indemnity

G.6 You shall immediately indemnify us against all proceedings, fees, expenses, payments, liabilities, injury, costs and damages arising out of:

- (a) the breach by you of any of your obligations under these Terms and Conditions; and
- (b) any warranties, representations, confirmations or acknowledgements given by you that prove to be untrue.

Termination

Without prejudice to our other rights of termination under Conditions E.16, F.6 and F.7, any breach of Conditions G.1, G.2, G.3, G.5 or G.6 shall entitle us to immediately terminate any Contract or any other arrangement we have in place with you.

Disputes

If any dispute arises out of this agreement the parties will attempt to settle it by negotiation. A party may not serve an ADR notice or commence arbitration proceedings until 21 days after that party has made a written offer to the other to negotiate a settlement to the dispute.

If the parties are unable to settle any dispute by negotiation within 21 days of the written offer to negotiate has passed, the parties will attempt to settle it by mediation in accordance with the Model Procedure.

To initiate mediation a party must give notice in writing to the other party to the dispute requesting mediation in accordance with Condition G.8 and a copy of the that request must also be sent to CEDR.

If there is any point on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within 14 days from the date of the ADR notice, CEDR will, at the request of any party, decide that point for the parties, having consulted with them.

The mediation will start not later than 28 days after the date of the ADR notice.

Neither you nor us may commence any court proceedings or arbitration in relation to any dispute arising out of this agreement until they have attempted to settle it by mediation and that mediation has terminated.

Neither you nor we may terminate the mediation until each party has made an opening presentation and the mediator has met each party separately for at least one hour and following that paragraph 14 of the Model Procedure will apply.

If the parties have not settled the dispute by the mediation within 42 days from the date of the ADR notice, the dispute shall be referred to, and finally resolved by, arbitration under the Rules of the London Court of International Arbitration and those Rules are deemed to be incorporated by reference to this Condition.

The Law of the arbitration or meditation shall be English Law and all proceedings shall be conducted in English and the place of arbitration shall be London, England.

Intellectual Property Rights

All the copyright and other intellectual property rights in this website belong to us, and you will infringe our rights if you copy or reproduce any part of the website except insofar as:

- (a) a temporary copy of any part of the website is automatically made or retained by your browser as you browse the website; or
- (b) you print out any pages from the website as a record of any goods or services you have purchased from the website.

The exceptions noted above do not extend to the copying of the materials in question for any other purposes.

For the purposes of Condition G.17 "copy" and "copying" shall include non-literal copying as well as the copying of the structure and form of the website and any elements within it.

Email Notifications

We shall send you the following information by email to the Specified Email Address:

- (a) future changes to our charges or fees; and
- (b) any variations to these terms and conditions that shall be binding upon you.

In any email of this sort we shall give you not less than 30 days prior notification of those changes in question which shall also be posted on the this website.

It shall be your responsibility to ensure that all emails that we send you at the Specified Email Address are received by you, and in the event that any email is correctly addressed and the we are notified by our email service that the email has not been delivered our obligations to you under Condition G.19 shall be limited to attempting to resend that email on one further occasion and (if delivery cannot be effected) you shall be deemed to have knowledge of the matters to which the email related as they shall be posted on the this website.

If you do not accept any of the changes that are notified to you under Condition G.19(b) or on this website you may terminate any contract or other arrangement that you may have with us to which those changes relate by serving written notice on us (our details are provided at the end of Section H) before the end of the 30 day period in question.

Assignment, Notices and Governing Law

You may not assign your rights or obligations under these Terms and Conditions or under any contract you have entered into with us without our prior written consent.

All notices proceedings or other formal documents to be served by either party on the other shall be delivered by hand or by recorded delivery to the other's address being either:

- (a) (in the case of the User) the address given in the User's registration form; and
- (b) (in the case of us) our registered address

or (in either case) to any other address for service that is subsequently notified in writing by the party in question and notices shall be deemed to be received upon delivery.

The laws of England shall govern these Terms and Conditions and all Contracts and other arrangements we have in place with you.