



Environment Guernsey
Environmental contracting & consulting

Guernsey Biological Records Centre (GBRC) Website Use, Copyright Terms and Conditions

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Introduction

Welcome to our website. If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our **Privacy Policy** govern the Guernsey Biological Records Centre's relationship with you in relation to this website. If you disagree with any part of these terms and conditions, please do not use our website.

The term 'Guernsey Biological Records Centre' or 'us' or 'we' refers to the owner of the website whose registered office is **Candie Gardens, St Peter Port, Guernsey, GY1 1UG**.

Our public office is located at **Tourist Information Centre, North Plantation, St Peter Port, GY1 2LQ**. The term 'you' refers to the user or viewer of our website.

1. Use of this website

- i. By using **biologicalrecordscentre.gov.gg** you accept these terms of use and agree to comply with them.
- ii. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.
- iii. A PDF copy of these terms and conditions is available for download for future reference.

2. Privacy

Please review our Privacy Notice, which also governs your visit to our website, to understand our practices.

3. Copyright

Unless otherwise stated, Guernsey Biological Records Centre and/or its licensors own the intellectual property rights relating to **biologicalrecordscentre.gov.gg** and the material published or available for download on the website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

4. License and Site Use

You may view, use, download and store the material on this website for personal, research and non-commercial educational use only, provided that you acknowledge the source and copyright owner of the materials.



- i. If you would like to request permission to reproduce any materials on this website, please contact us.
- ii. You must not sell, rent or sub-license material from the website.
- iii. You must not edit or otherwise modify any material on the website.

4.1. Downloadable Resources

All downloadable resources are provided free of charge. They are either informational or educational resources.

- i. You may download a copy for your personal use or for educational and non-commercial use only.
- ii. We retain copyright and accreditation of source is required.
- iii. You may not crop, edit or otherwise reframe our material without express permission from Guernsey Biological Records Centre.

4.2. Photos

Many of the photos and illustrations on this site are provided by amateur naturalists who are generous in their desire to share their work and make information widely available. All such media are credited and copyright of the photographer or illustrator.

- i. Please respect their copyright and ask if you wish to use their photographs or illustrations.
- ii. Permission is usually given for educational and non-commercial use provided that the source is acknowledged.

4.3. Commercial Use

- i. You must not use any part of the content on biologicalrecordscentre.gov.gg for commercial purposes without obtaining a licence to do so from us.

5. Acceptable Use

- i. You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- ii. You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- iii. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in



relation to this website without Guernsey Biological Records Centre's express written consent.

6. Disclaimer

Although we make reasonable efforts to update the information on biologicalrecordscentre.gov.gg, the Guernsey Biological Records Centre does not provide guarantees, conditions or warranties as to the accuracy or completeness of the information on the site.

The Guernsey Biological Records Centre will be under no liability whatsoever for loss or damage incurred by users of the website, whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this website or the use, accessing, downloading or relying on any information, data, software or other materials contained in this website, including, without limitation, as a result of any computer virus.

This does not affect 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.

7. Requests to Remove Content

In special cases, you can ask for content to be removed from biologicalrecordscentre.gov.gg. For example:

- i. if it breaches copyright laws
- ii. contains sensitive personal data; or
- iii. includes material that may be considered obscene or defamatory.

Please contact us giving the web address (URL) of the content you'd like removed and why. The Guernsey Biological Records Centre will acknowledge your request and let you know what's going to happen.

Unpublishing is at the discretion of the Guernsey Biological Records Centre. This policy doesn't affect your statutory rights to request information, including the Data Protection (Bailiwick of Guernsey) Law 2017 or ability to request information in accordance with the Code of Practice for Access to Public Information.

8. Changes to Website

We may update and change our site from time to time to reflect changes to our users' needs and the priorities of the Guernsey Biological Records Centre.



8.1. Suspension or withdrawal of biologicalrecordscentre.gov.gg

- i. Our site is made available free of charge.
- ii. We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of biologicalrecordscentre.gov.gg for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- iii. 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.

9. Websites we Link to

- i. Where biologicalrecordscentre.gov.gg contains links to other sites and resources provided by third parties, these links are provided your convenience to provide further information. They do not signify that we endorse the website(s).
- ii. We have no responsibility for the content or privacy practises of the linked website(s).

10. Linking to biologicalrecordscentre.gov.gg

- i. 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.
- ii. 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.
- iii. You must not establish a link to biologicalrecordscentre.gov.gg on any website that is not owned by you.
- iv. biologicalrecordscentre.gov.gg must not be framed on any other site, nor may you create a link to any part of biologicalrecordscentre.gov.gg other than the home page.
- v. We reserve the right to withdraw linking permission without notice.
- vi. You may not link to images or other downloadable resources unless explicit written permission from the website administration has been granted.
- vii. If you wish to link to specific content, please contact us to discuss a linking agreement.

11. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these



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terms of use, or arising out of any claim that you have breached any provision of these terms of use.

12. Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

13. Law and Jurisdiction

These terms of use will be governed by and construed in accordance with the laws of Guernsey. Any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of Guernsey.

14. Our Details

The full name of our company is **The Guernsey Biological Records Centre**

Our address is **Tourist Information Centre, North Plantation, St Peter Port, GY1 2LQ**

Any questions regarding this Policy and our Privacy Practices should be sent by email to: esweet@biologicalrecordscentre.gov.gg