

Welcome to the FAWL website.

These Terms and Conditions govern your use of the service through this website only.

## 1. Definition

'WLBP' means Welsh Lamb & Beef Producers Ltd

'User' means any person who registers to or connects to the FAWL website.

'Registered User' means any person who is has registered on the FAWL website to access all the services.

'The Service' means the FAWL website

'Third Party Providers' are other companies and service providers that can be accessed from the FAWL website through hypertext links.

## 2. Acceptance of Terms and Conditions

1. The use of The Service is governed by these Terms and Conditions. You should read these carefully before you use the service. By using the FAWL website whether you are a Registered User or not you will be bound by these Terms and Conditions which represent a contract between FAWL and yourself
2. FAWL may update or amend these Terms and Conditions at any time and all updates and amendments will be displayed on the FAWL website

## 3. Data Protection

1. WLBP is registered under the Data Protection Act (1998). All personal information supplied by the user when connected to the FAWL website is governed by the WLBP privacy policy.

## 4. Licence

1. FAWL grants a non-exclusive licence to access and use the content in this website for your personal use only. You may not reproduce or distribute any part of the content for commercial purposes.
2. You acknowledge that the copyright, database rights and all other intellectual property rights comprising in or relating to this website and in the data it contains belong to FAWL.
3. FAWL may at anytime make alterations to or withdraw this website or any part of it.

## 5. Limitation of Liability

1. FAWL excludes all warranties express or implied relating to this website. This includes but is not limited to any implied warranty that the

information that it contains is accurate or up to date or suitable for any particular purpose. FAWL shall not be liable for any loss or damage suffered as a result of this website.

2. Any assistance given by means of any help desk facilities shall be solely at the user's risk.
3. FAWL disclaims all responsibility and liability (including negligence) in relation to information on or accessible from this site.
4. With the exception of death or personal injury caused by the users negligence the user will not be liable for any of the following losses which may arise by reason of any breach of the express terms in this agreement or any implied warranty condition or other term, any representation or any duty of any kind imposed on the user by operation of law or any: (a) indirect damages (b) incidental damages (c) consequential damages including (without limitation) in respect of loss of income or profits, data or use of information

## 6. Registration Process

1. FAWL require you to register for some services and require you to register before choosing any part of the service for which FAWL or third party providers may charge fees.
2. Please ensure that the information you provide on the registration forms is accurate, up to date and complete information. It is the user's responsibility to keep the registration data accurate and up to date and complete. FAWL accepts no liability for any loss or damage incurred as a result of your failure to keep your data accurate.
3. FAWL may, at its discretion, use your registration data to establish your business status. This will be in accordance with FAWL's Privacy Policy. If any part of your registration data is untrue, inaccurate, significantly out of date or incomplete FAWL may without notice terminate the service or suspend your account. FAWL will endeavour to give notice to the user of the termination or suspension.
4. If registered users do not use the FAWL service for 90 days FAWL has the right to terminate your registration.

## 7. Passwords and Security

1. On completing the registration process you will be asked to provide a username and password. You are responsible for maintaining the

confidentiality or your password and are fully responsible for all activities that occur under your password or account.

2. You agree to immediately notify FAWL of any unauthorised use of your password or a breach of security.
3. FAWL will not be liable for any loss or damage from your failure to comply with this section (section 7).
4. FAWL agree to provide all the appropriate technical measures to protect the data stored on the FAWL website and to protect unauthorised or unlawful access or processing to your personal data.

#### 8. Changes to Services

1. Enhancement and additions to the published services will be subject to these Terms and Conditions.
2. FAWL may add or revise these Terms and Conditions before commencing any new services.
3. Currently FAWL offers its service free of charge but FAWL reserve the right to introduce charging at any time in the future.
4. Access to Farm Assured Welsh Livestock data is by registration only. To access this data please register [here](#).

#### 9. Copyright

1. Copyright of FAWL. All rights reserved.  
No part of this service may be reproduced or transmitted by any means, electronic, mechanical, (including photocopying), recording or by any information storage and retrieval system, without prior permission from the copyright owners. FAWL PO Box 8, Gorseland, North Road, Aberystwyth, Ceredigion, SY23 3SD. This site contains links to external sites FAWL is not responsible for, and has no control over, the content of such sites. Information on this site, or available via hypertext link from this site, is made available without responsibility on the part of FAWL.

#### 10. Force Majeure

1. FAWL shall not be liable for any delay or non-performance of the service arising from any cause beyond our reasonable control or that of our service providers. FAWL reserve the right to terminate the service immediately on notice to the user for any material breach of any of the Terms and Conditions. FAWL may also terminate the service without prior notice where: (a) there is a regulatory or statutory change limiting FAWL's

ability to provide the service (b) any event occurs which is beyond reasonable control or that of any infrastructure or service provider which interferes with FAWL ability to provide a service (c) the user fails to use the service for 90 days (d) the user has ceased to trade, has become insolvent, entered into administration, unable to pay any debts or there is well founded believe that any one of these are likely apply.

2. A user may terminate the use of the service at any time by giving notice to FAWL of his notice to terminate the service.
3. Notice may be given in writing or by email to the addresses listed here.

## 11. Warranty

1. FAWL undertakes to use its reasonable skill and care in verifying that the data entered into the service by the user is in the correct format, that the data transmitted is the same data which the user entered into the service and is not corrupted by transmission (all as provided as part of the service) but FAWL shall have no liability whatsoever for any losses that may occur due to the incorrect validation of the data or for any losses which may result from delay or failure of delivery of the service or interruptions to the service outside the control of FAWL and losses arising from errors or omissions in the data entered by the user. FAWL does not warrant that the service is error free or operates without interruption or is compatible with all equipment and software configurations. The security mechanism implemented by the service has inherent limitations and the user should satisfy itself that the service sufficiently meets its requirements.
2. Unless death or personal injury is caused by the negligence of FAWL, the warranties contained in clause 11.1 shall be the extent of FAWL's liability in respect of the provision of the service and all warranties, conditions, terms, undertakings and obligations implied by statute, common law custom, trade usage, course of dealing or otherwise including without limitation, all liability for negligence are hereby excluded to the fullest extent permitted by law.

## 12. Indemnity

1. The user will indemnify and keep indemnified FAWL from and against all loses, actions, costs, claims, demands and precedings and all expenses including reasonably legal expenses incurred by FAWL as a result of the users breach and non observant of the terms of this agreement.

## 13. General

1. If any term or provision in this agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this agreement but the validity and enforceability of the remainder of this agreement shall not be affected.

#### 14. Governing Law

1. These Terms and Conditions and your use of this service shall (to maximum extent permissible by law) be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in connection with all matters relating to these Terms and Conditions.