

Terms & Conditions

General

Your use of the [Historic Environment Record] website (the **Website**) and associated content therein (the **Content**) is governed by the terms and conditions set out below. You should also read Jersey Heritage Trust's Privacy Policy available at www.jerseyheritage.org.

If you don't agree with any of the terms you must not use the Website or access the Content.

Your Compliance Obligations

Generally, you must comply with all applicable laws and refrain from infringing any third-party rights or interests (including, without limitation, privacy and intellectual property rights) and you shall not knowingly, wilfully or recklessly submit inaccurate, defamatory or offensive Content to the Website or other users.

All of the Content on the Website is owned, licensed to and/or copyrighted by Jersey Heritage Trust and/or its content providers.

Except as expressly set out in these terms, nothing shall give you any rights in respect of the Content. You shall not assert or attempt to obtain any such rights in the Content and you shall not use or exploit, copy, reproduce, modify, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content, in whole or in part, except as provided in these terms.

The use of any part of the Content downloaded from the Website can only be used for personal use and or professional research. Copying, redistribution, retransmission or publication of downloaded material is strictly prohibited without The Jersey Heritage Trust's express permission and/or the licensor and for which a fee may be charged. In the event of any permitted use or exploitation, copying, redistribution or publication of the Content, you shall ensure that you comply with such terms imposed by The Jersey Heritage Trust and or any licensor in granting permission for the use of the Content. You further acknowledge that you do not acquire any ownership rights by downloading any of the Content.

Use of the Website

Jersey Heritage Trust reserves the right to withdraw the Website at any time and without prior warning.

Liability Disclaimer

The Website and Content is provided on an "as is" and "as available" basis.

No warranties or representations of any kind are given (whether expressed or implied and to the extent such warranties or representations arise by operation of law or otherwise they are hereby disclaimed to the fullest extent permitted by law) by Jersey Heritage Trust as to:

- (1) the quality and/or accuracy of the Content
- (2) the accuracy, comprehensiveness, completeness, quality, currency, error-free nature, compatibility, security or fitness for purpose of the Website or Content
- (3) whether the Website, or websites of third parties referred to in the Content, are free of viruses or any other harmful components

- (4) whether the Website and Content will be accessible or compatible with your computer equipment or environment

We do not accept any responsibility for any use of or any reliance placed upon the Content on the Website.

Limitation of Liability.

Jersey Heritage Trust, its trustees, employees, officers and agents shall not be liable for any loss or damage of any kind including (but without limitation to) any of the following types of loss or damage, whether in contract, tort (including negligence) or otherwise (whether such loss or damage was foreseeable, known or otherwise): (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of the use of money; (iv) loss of anticipated savings; (v) loss or corruption of, or damage to, data, systems or programs; or (vi) any indirect or consequential loss or damage howsoever caused, provided that nothing in these Terms will be interpreted so as to limit or exclude any liability which may not be excluded or limited by law.

No Liability or Endorsement for Third Party Services.

Jersey Heritage Trust may, from time to time, provide opportunities to users of the Website to link to or buy services from third parties. Websites of those third parties may be subject to terms and conditions different from those applicable to the Website and it is your responsibility to ensure that you have read and understood them. **Jersey Heritage Trust makes no warranty concerning, is not responsible for and does not endorse any third party provided goods or services, and you agree that any recourse for dissatisfaction or problems with those goods or services will be sought from the third party provider and not from Jersey Heritage Trust.**

Amendment

Jersey Heritage Trust reserves the right to change or amend these terms and conditions without prior notice.

Governing Law

These terms and conditions are to be governed and construed in accordance with the laws of Jersey.