

## **TERMS AND CONDITIONS OF USE**

**If you use this website (“the Site”) you (“You”) agree to be bound by these terms and conditions.**

**Headings in these terms and conditions are for convenience only.**

### **1. Definitions**

In these terms and conditions the following words shall have the following meanings:

“We” “Us “ “Farmwise” means Farmwise Associates Limited

“Privacy Policy” means Our privacy policy on our Site as amended from time to time.

“Reports” means reports which are or may be available to You by subscribing to the Services on our Site (as defined below)

“Spreadsheets” means spreadsheets which are or may be available to You by subscribing to the Services (as defined below)

“the Services” means any of the services we offer on Our Site from time to time

“Users” means You or anyone authorised by You to access your account information on Our Site.

### **2. Our Contract**

By using or subscribing to Our Site you enter into a binding contract with Us on the following terms and conditions.

### **3. UK Business service only**

3.1 Our Site is directed exclusively at commercial enterprises in the United Kingdom.

3.2 You represent to Us that subscription to Our Site is within the scope of your authority and that you have authority to conclude contracts on behalf of your business or businesses.

### **4. Our obligations**

4.1 We will permit you to access, use, subscribe and interact with Our Site subject to these terms and conditions.

4.2 We will:

4.2.1 exercise reasonable care in compiling Our Site;

- 4.2.2 use reasonable efforts to make the Site available to you at all times; and
- 4.2.3 take the steps set out in Our Privacy Policy to endeavour to secure any personal data and credit card information you give to Us.

## **5. Username and password**

- 5.1 On registering with Us you are issued with a username and password which must be used in order to access the Site. The username and password are personal to you and are not transferable, subject to the provisions clause 5.2 below.
- 5.2 Your name and password are methods used to identify You and so are very important. You are responsible for all the information posted on the Site by you or anyone using your username and password. You may permit other Users to access your information and set up other users and passwords on your account. Any breach or potential breach of security should be notified to Us immediately.
- 5.3 You may not adapt or circumvent the systems in place in connection with the Site nor access the Site other than through normal operations.

## **6. Exclusions and Limitations**

- 6.1 We do not represent or warrant that the Site or any part of it or the Services will be uninterrupted, reliable or fault free.
- 6.2 The Site is provided on an 'as is' basis and Farmwise makes no warranties or representations of any kind with respect to the Site its contents or the Services.
- 6.3 For the avoidance of doubt:
  - 6.3.1 you acknowledge that our Site can provide You with an understanding of some but not all of the regulatory requirements applicable to You and/or your business(es); and
  - 6.3.2 the Reports, Spreadsheets and other data compilations that may be produced (including any recommendations ("the Outputs")) are produced as a result of data You input ("the Inputs") on to the Site.

Therefore, you rely on the Inputs and the Outputs exclusively at your own risk and Farmwise gives no warranty or indemnity as to the accuracy or completeness and application of any Inputs or Outputs.

- 6.4 Neither Farmwise nor any of its directors, employees or other representatives will be liable for any loss or damage howsoever caused arising out of or in connection with the use of the Site and/or the Services. This is a comprehensive limitation of liability that applies to damages of any kind, including (without limitation) compensatory, direct, indirect or consequential loss or damages of any kind, loss of data, income or profit, loss or damage to property and claims of third parties.

6.5 Notwithstanding the foregoing, none of the exclusions and limitations in this clause are intended to limit any rights You may have which may in any way limit or exclude Farmwise's liability for death or personal injury resulting from Our negligence or that of Our employees.

## **7. Site subscription and charges**

7.1 By subscribing to Our Site, you agree to pay our charges at the rate applicable from time to time and stipulated on the Site. The amount of our charges will depend on the Services you subscribe for.

7.2 If you fail to pay any subscription charges due in accordance with these terms and conditions We may, in Our discretion and without prejudice to any other right or remedy, deny you access to those areas of Our Site which are exclusively available to subscribers. We need not provide You with advance notice in such circumstances.

## **8. Refund Policy**

As our product services are provided immediately following the payment transaction we operate a 'no refund' policy. In the unlikely event that a suspected error is made in billing your credit/debit card we will provide a full and immediate refund following investigation by the management. To claim this refund you should notify us in writing **within seven days** of the error being made.

## **9. Links to other sites**

Certain links, including hypertext links in Our Site will take You outside Our Site. Links are provided for your convenience and guidance on best practice. Inclusion of any link does not imply endorsement or approval by Us of the linked site, its operator or its content. We are not responsible for the content of any website outside Our Site.

## **10. Termination of subscription**

10.1 We may terminate your subscription immediately if You are in material breach of any of these terms and conditions and in particular upon any failure by You to pay your subscription charges in accordance with these terms and conditions. You may terminate your subscription at any time on 30 days notice to us ("Notice"). Notice should be given in writing and sent by recorded delivery to:

F.A.O  
Farmwise Associates Limited  
1 Kilwardby Mews  
Kilwardby Street  
Ashby de la Zouch  
LE65 2FR

10.2 Any rights that have accrued to either party at that date of termination will remain enforceable after termination.

## **11. No commercial use**

You agree that you will use Our Site for your own internal business purposes and will not exploit Our Site or any of its contents for any other commercial purpose.

## **12. Variations**

We reserve the right at any time without notice to revise the content of Our Site (including the Services offered by Us) and these terms and conditions. Any changes to these terms and conditions will be posted on Our Site and by continuing to use Our Site You signify that You agree to be bound by the revised terms and conditions of use.

## **13. Taxes**

We have made every effort to make clear whether the quoted prices for the Services available include any relevant tax or duty or not. Where in any case it is not clear, please note before you may be required to bear a liability to tax or duty.

## **14. Use of your information**

You agree that we may collect, store and use information about you and your business in accordance with Our Privacy Policy. You acknowledge and agree to be bound by the terms of Our Privacy Policy.

## **15. Intellectual Property**

15.1 The copyright in the material contained in Our Site, together with the Site design, text and graphics, and selection and arrangement and all software compilations (if any), underlying source code and software are the property of Farmwise. SAVE THAT the copyright in relation to the Reports and Spreadsheets shall be owned and held jointly by you and us.

15.2 You are permitted to print out as many copies of the Reports and/or Spreadsheets you require provided the Reports and/or Spreadsheets are used for your own internal business purposes only.

## **16. Access**

We reserve the right in Our sole discretion to refuse Users access to Our Site or any part of Our Site without notice and decline to provide the Services to any user that is in breach of these terms and conditions of use.

## **17. Events beyond Our control**

We shall not be liable to You for any breach of these terms and conditions of use or any failure to provide or delay in providing Our Services through Our Site from any event or circumstance (s) beyond our reasonable control including, without limitation, strikes, lock outs and other industrial disputes, breakdown of any systems or network access, fire, explosion or accident.

## **18. Applicable law and jurisdiction**

These terms and conditions (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and for these purposes, the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

## **19. Unenforceability**

The enforceability or otherwise of any provisions of these terms and conditions shall not affect the enforceability of the rest of these terms and conditions.

## **20. Entire Agreement**

These terms and conditions and the Privacy Policy, together with our current subscription charges for the Services set out the whole of the Our agreement with you relating to the Services provided to You by Us.

## **21. Rights of Third Parties**

A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.