

# Cymdeithas Cyfieithwyr Cymru

## Terms and Conditions

Date: 1 March 2022

---

### 1. Introduction

1.1 These Terms and Conditions shall govern your use of the Cymdeithas Cyfieithwyr Cymru (the Association) website.

1.2 By using the Association's website, you accept these Terms and Conditions in full. Otherwise, you must not use the Association's website if you disagree with any part of these Terms and Conditions.

1.3 If you register with the Association's website, submit any material or information to it or use any of our website services, you will expressly agree to these Terms and Conditions.

1.4 The Association's website does not use cookies.

### 2. Copyright notice

2.1 Copyright © 2021 Cymdeithas Cyfieithwyr Cymru.

2.2 Subject to the express provisions of these Terms and Conditions:

- i) the Association, together with our licensors, own and control all the copyright and other intellectual property rights in the Association's website and the material on it.
- ii) all the copyright and other intellectual property rights in the Association's website and the material on it are reserved.

### 3. Licence to use website

3.1 You may:

- i) view pages from the Association's website in a web browser.
- ii) download pages from the Association's website for caching in a web browser.
- iii) print pages from the Association's website.
- iv) stream audio and video files from the Association's website.
- v) use the Association's website services by means of a web browser, subject to the other provisions of these terms and conditions.

3.2 Except as expressly permitted by Section 3.1 or the other provisions of these Terms and Conditions, you must not download any material from the Association's website or save any such material to your computer.

3.3 You may only use the Association's website for your own personal and business purposes, and you must not use the Association's website for any other purposes.

3.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.5 Unless you own or control the relevant rights in the material, you must not:

- i) republish material from the Association's website (including republication on another website) without expressly referring to the Association's website and authorship.

- ii) sell, rent or sub-license material from the Association's website.
- iii) show any material from the Association's website in public.
- iv) exploit material from the Association's website for a commercial purpose.
- v) redistribute material from the Association's website.

3.6 Notwithstanding Section 3.5, you may redistribute News items in print and electronic form to any person.

3.7 We reserve the right to restrict access to areas of the Association's website, or indeed the whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on the Association's website.

#### **4. Acceptable use**

4.1 You must not:

- i) use the Association's website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website.
- ii) use the Association's website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- iii) use the Association's 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.
- iv) access or otherwise interact with the Association's website using any robot, spider or other automated means.
- v) use data collected from the Association's website for any direct marketing activity (including without limitation e-mail marketing, SMS marketing, telemarketing and direct mailing).

4.2 With the exception of the Search for a translator/interpreter service and the A-Z of members you must not use data collected from the Association's website to contact individuals, companies or other persons or entities.

4.3 You must ensure that all the information you supply to the Association through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

#### **5. Registration and accounts**

5.1 If you are a member of the Association you may register for an account with our website to update or adding to the information about yourself. Website users who are not members of the Association will not be able to do this.

5.2 You must notify us in writing immediately if you become aware of any unauthorised use of your account.

5.3 You must not use any other person's account to access the website.

#### **6. User IDs and passwords**

6.1 If you register for an account with our website, you will be asked to choose a user ID and password.

6.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 10; you must not use your account or user ID for or in connection with the impersonation of any person; you must provide true, accurate, current and complete information about yourself as prompted by the relevant registration form.

6.3 You must keep your password confidential.

6.4 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

6.6 You must maintain and promptly update the your registration data (by yourself online where possible, or by sending an appropriately worded email to the membership team) to keep it true, accurate, current and complete.

## **7. Cancellation and suspension of account**

7.1 The Association may:

- i) suspend your account.
- ii) cancel your account.
- iii) edit your account details, at any time in our sole discretion without notice or explanation. This does not affect your Association membership if you are a member.

7.2 You may cancel your account on the Association's website. This does not affect your membership if you are a member of the Association. However, you will not be able to update or add information about yourself.

## **8. Limited warranties**

8.1 The Association does not warrant or represent:

- i) the completeness or accuracy of the information published on our website.
- ii) that the material on the website is up to date.
- iii) that the website or any service on the website will remain available.

8.2 The Association reserves the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

8.3 To the maximum extent permitted by applicable law and subject to Section 9.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **9. Limitations and exclusions of liability**

9.1 Nothing in these terms and conditions will:

- i) limit or exclude any liability for death or personal injury resulting from negligence;
- ii) limit or exclude any liability for fraud or fraudulent misrepresentation;
- iii) limit any liabilities in any way that is not permitted under applicable law; or
- iv) exclude any liabilities that may not be excluded under applicable law.

9.2 The limitations and exclusions of liability set out in this Section 9 and elsewhere in these terms and conditions:

i) are subject to Section 9.1.

ii) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

9.3 To the extent that the Association's website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

9.4 The Association will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

9.5 The Association will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

9.6 The Association will not be liable to you in respect of any loss or corruption of any data, database or software.

9.7 The Association's will not be liable to you in respect of any special, indirect or consequential loss or damage.

9.8 You accept that the Association has an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that the Association is a limited liability entity; you agree that you will not bring any claim personally against the Association's officers or employees in respect of any losses you suffer in connection with the website or these Terms and Conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of the Association's officers and employees).

## **10. Breaches of these Terms and Conditions**

10.1 Without prejudice to the other rights of the Association under these Terms and Conditions, if you breach these Terms and Conditions in any way, or if we reasonably suspect that you have breached these Terms and Conditions in any way, the Association may:

i) send you one or more formal warnings.

ii) temporarily suspend your access to our website.

iii) permanently prohibit you from accessing our website.

iv) block computers using your IP address from accessing our website.

v) contact any or all your internet service providers and request that they block your access to our website.

vi) commence legal action against you, whether for breach of contract or otherwise;

vii) suspend or delete your account on our website, and/or;

viii) for members of the Association, follow and apply the disciplinary rules set out in the Code of Professional Conduct.

10.2 Where the Association suspends or prohibits or blocks your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

## **11. Variation**

11.1 The Association's may revise these Terms and Conditions from time to time.

11.2 The revised Terms and Conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

11.3 If you have given your express agreement to these Terms and Conditions, the Association will ask for your express agreement to any revision of these Terms and Conditions; and if you do not give your express agreement to the revised Terms and Conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

## **12. Assignment**

12.1 You hereby agree that the Association may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

12.2 You may not without the Association's prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these Terms and Conditions.

## **13. Severability**

13.1 If a provision of these Terms and Conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

13.2 If any unlawful and/or unenforceable provision of these Terms and Conditions 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.

## **14. Third party rights**

14.1 These Terms and Conditions are for the Association's benefit and your benefit, and these Terms and Conditions are not intended to benefit or be enforceable by any third party.

14.2 The exercise of the parties' rights under these Terms and Conditions is not subject to the consent of any third party.

## **15. Entire agreement**

Subject to Section 12.1, these Terms and Conditions, together with the Association's Privacy Notice, shall constitute the entire agreement between you and the Association in relation to your use of the Association's website and shall supersede all previous agreements between you and the Association's in relation to your use of the Association's website.

## **16. Jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

## **17. Statutory and regulatory disclosures and details**

This website is owned and operated by Cymdeithas Cyfieithwyr Cymru, a company limited by guarantee, registration number 4741023. The registered address and principal place of business is at Intec, Parc Menai, Bangor, Gwynedd, LL57 4FG.

You can contact the Association by e-mail, [swyddfa@cyfieithwyr.cymru](mailto:swyddfa@cyfieithwyr.cymru), or in writing to the business address given above.