

Website Terms of Use

This copy of the webpage (together with the documents referred to) tells you the terms of use (our Terms) on which you may access our site at www.cornwall.gov.uk (our site). This may be as a guest or a registered user. Please read these terms carefully before you start to use the site. By using our site, you agree to be bound by our terms. If you do not agree to these terms, please do not use our site.

1. Information about us

1.1 www.cornwall.gov.uk is a site operated by Cornwall Council.

1.2 Our main trading address is at New County Hall, Treyew Road, Truro TR1 3AY.

1.3 We are registered with the Information Commissioner's Office for data protection purposes. Our data protection registration number is Z5464625

2. Accessing our site

2.1 The site and all information and materials on the site have been prepared for access and use by persons in the United Kingdom only. We do not represent or warrant that the information or materials on the site complied with the regulatory regime of any other country. If you are accessing the site from outside the United Kingdom, you do so at your own risk. You are solely responsible for compliance with local laws.

2.2 Access to our site is permitted on a temporary basis. We reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

2.3 From time to time, we may restrict access to some parts of our site, or our entire site, to users who have registered with us.

2.4 When using our site, you must comply with the provisions of these terms.

2.5 You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your systems are aware of these terms. They must also comply with them.

2.6 If you choose, or you are provided with:

- a user identification code
- password or
- any other piece of information as part of our security procedures

you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time. If in our

opinion you have failed to comply with any of the provisions of these terms of use.

3. Permitted uses

3.1 You are permitted to view, print and download extracts from this site for your own personal, non-commercial use. This is on the following basis:

- (a) documents or related graphics are not modified in anyway;
- (b) no graphics are used separately from accompanying text;
- (c) material must be reproduced accurately and not used in a misleading context;
- (d) the copyright and all other intellectual property notices of the Council or any third party notices must appear on all copies. Where applicable.
- (e) you shall not copy, sell, lease, rent, licence or sublicense any part of this site to any third party. You also shall not grant any rights in, transfer, distribute or time-share
- (f) you must get written consent from if the council where content and materials on the site are intended for us other than those permitted above.
- (g) where the site contains third party material, you must get authorisation from the relevant third party. You must get this before reproducing, storing or otherwise copying any of the material.

4. Prohibited uses

4.1 You may use our site for lawful purposes only. You may not use our site:

(a) in any way that breaches any applicable local, national or international law or regulation. This includes the:

- sending
- knowingly receiving
- using or reusing of material

that does not comply with our content standards below; or

(b) in any way that is:

- threatening
- defamatory
- obscene
- indecent

- seditious
- offensive
- pornographic
- abusive
- discriminatory
- menacing
- scandalous
- inflammatory
- blasphemous
- in breach of confidence
- in breach of privacy
- may cause any annoyance or inconvenience; or liable to incite racial hatred

- (c) for which you have not obtained all necessary licences and/or approvals; or
- (d) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect; or
- (e) in any way inconsistent with our [Under 18 Policy](#);

5. Interactive Services

5.1 We may from time to time provide interactive services on our site. Including, without limitation:

- Blogs;
- Chat rooms;
- Bulletin boards;
- Guest books;
- Online polls; and
- Any other interactive services provided by the site

5.2 Where we do provide any interactive services, we will provide clear information to you about:

- the kind of service offered
- if it is moderated
- what form of moderation is used (including whether it is human or technical)

5.3 We will do our best to assess any possible risks for users. In particular, for children from third parties when they use any interactive service provided on our site. We will decide in each case whether it is appropriate to use moderation of the relevant service in the light of those risks. This includes what kind of moderation to use. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our site. We expressly exclude our liability for any loss or damage arising from the use of any interactive service. This is by a user in contravention of our content standards. Whether the service is moderated or not.

5.4 The use of any of our interactive services by a minor (under the age of 16 years) is subject to the consent of their parent or guardian. We advise parents who allow their children to use an interactive service to speak to them about online safety. This is because moderation is not fool proof. Minors who are using any interactive services should be made aware of the potential risks to them.

5.5 Where we do not moderate an interactive service, we will normally provide you with a way of contacting the moderator. This is if a concern or difficulty arose.

6. Content Standards

6.1 These content standards apply to any and all material which you contribute to our site (contributions). And to any interactive services associated with it.

6.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any contribution as well as to its whole.

6.3 Contributions must:

- be accurate (where they state facts);
- be in English;
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

6.4 Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexuality orientation, or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abusive or invade another's privacy. Or cause annoyance, inconvenience or needless anxiety;

- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

7. Service Access

7.1 While we endeavour to ensure that the site is normally available 24 hours a day. We shall not be liable if for any reason the site is unavailable at any time or for any period.

7.2 Access to the site may be suspended temporarily and without notice in the case of:

- system failure
- maintenance or repair for reasons beyond our control

7.3 We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. We will always try to keep any disruption to a minimum but acknowledge that this will not always be possible. Any of the material on our site may be out of date at any given time. We are under no obligation to update such material.

8. Suspension and termination

8.1 We will determine, in our discretion, whether there has been a breach of these terms through your use of our site. When a breach has occurred, we may take such action as we deem appropriate.

8.2 Failure to comply with these terms is a material breach of the terms. This may result in us taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our site
- immediate, temporary or permanent withdrawal of any posting or material uploaded by you to our site
- issue of a warning to you
- legal proceedings against you for reimbursement of all costs on an indemnity basis resulting from the breach. This includes but not limited to, reasonable administrative and legal costs
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

8.3 We exclude liability for actions taken in response to breaches of these terms. The responses described in this policy are not limited. We may take any other action we reasonably deem appropriate.

9. Intellectual Property Rights

9.1 We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

9.2 You may print off one copy, and may download extracts, of any page(s) from our site for your personal, non-commercial use.

9.3 You must not modify the paper or digital copies of any materials you have acquired from our site. Trade marks, copyright or any other proprietary notices must always remain intact. You must not use any:

- illustrations
- photographs
- video or audio sequences
- any graphics separately from any accompanying text

9.4 Our status (and that of any identified contributors) as the author(s) of material on our site must always be acknowledged.

9.5 You must not use any part of the materials on our site for commercial purposes without obtaining a licence to do so from us or our licensors. Any unauthorised:

- downloading
- re-transmission or
- other copying or modification of any of the contents

may be in breach of statutory or common law rights. This could be the subject of legal action.

9.6 If you print off, copy or download any part of our site in breach of these terms, your right to use our site will stop immediately. You must, at our option, return or destroy any copies of the materials you have made.

10. Reliance on information posted

10.1 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We disclaim all liability and responsibility arising from reliance placed on such materials by:

- any visitor to our site, or
- anyone who may be informed of any of its contents

10.2 The material on the site is provided "as is", without any conditions, warranties or other terms of any kind. We provide you with the site on the basis that we exclude all:

- representations
- warranties
- conditions and

- other terms (these include, the conditions implied by law of satisfactory quality and fitness for purpose. As well as the use of reasonable care and skill.

which for this legal notice, might have effect in relation to the site.

10.3 The My Nearest information and included distances are generated for information purposes only. There may be occasion when alternative ways of measurement are used within the Authority to make decisions. The My Nearest information should not be relied upon as a basis for any challenge to this method.

11. Our liability

11.1 To the extent permitted by law, we, and third parties connected to us hereby expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- any liability for any direct, indirect or consequential loss or damage. This has been incurred by any user in connection with our site or in connection with the use. Inability to use, or results of the use of our site. Any sites linked to it and any materials posted on it, including, without limitation any liability for:
 - loss of income or revenue;
 - loss of business;
 - loss of profits or contracts;
 - loss of anticipated savings;
 - loss of data;
 - loss of goodwill;
 - wasted management or office time; and
 - for any other loss or damage of any kind, however arising and whether caused by tort. This includes negligence, breach of contract or otherwise, even if foreseeable.

11.2 This does not affect our liability for death or personal injury arising from our negligence. Nor 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.

11.3 If your use of the material on the site results in the need for:

- servicing
- repair or correction of equipment
- software or data

you assume all costs.

12. Information about you and your visit to our site

12.1 We process information about you in accordance with our Privacy Policy. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

13. Transactions concluded through our site

13.1 Contracts for the supply of Goods, Services or Information formed through our site. Or as a result of visits made by you are governed by our Terms and Conditions of Supply of Goods and Services.

14. The padlock symbol

14.1 The site contains a shopping area where you can purchase goods and services online. The shopping area is a secure site and is certificated as secure for financial transactions. The padlock symbol will be visible at the bottom of your screen whilst you are in the secure site.

15. Maps

15.1 The Council is licensed by Ordnance Survey to use their maps on the site. The Ordnance Survey maps are protected by Crown Copyright. They must not be used for unauthorised purposes.

15.2 If you wish to use an Ordnance Survey map, further details of their licensing scheme is available at <http://www.ordnancesurvey.co.uk/>

15.3 The site also contains maps created by the Council. Permission to use these maps is negotiable and application should first be made to gis@cornwall.gov.uk.

16. Online Vacancy System

16.1 Please refer to our recruitment policy.

16.2 Liability is limited as per these terms of use. We make no representations or warranties in respect of vacancies available.

16.3 Any data collected is in accordance with our Privacy Policy.

17. Online School Admissions

17.1 These applications are governed by the relevant:

- Government or Education Department statute
- statutory instrument or
- guidelines that are in place from time to time

Such information will be collected in accordance with our Privacy Policy.

18. Revenues and Assessment Self Service

Any data collected is processed in accordance with our [Privacy Policy](#). By using this service you consent to such processing. You must ensure that all data provided by you is accurate.

19. Material Submitted by You

19.1 Whenever you make use of a feature that allows you to:

- upload material to our site, or
- make contact with other users of our site

you must comply with our content standards. You warrant that any such contribution does comply with those standards, and you indemnify us for any breach of that warranty.

19.2 Any material you upload to our site will be considered non-confidential and non-proprietary. We have the right to use, copy, distribute and disclose to third parties any such material for any purpose. We also have the right to disclose your identity to any third party who is claiming that:

- any material posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or
- of their right to privacy

19.3 We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

19.4 We have the right to remove any material or posting you make on our site if, in our opinion, it does not comply with our content standards.

20. Linking to our site

20.1 You may link to our home page, provided you do so in a way that is fair and legal. It must not damage our reputation or take advantage of it. 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.

20.2 You must not establish a link from any site that is not owned by you.

20.3 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice. The site from which you are linking must comply in all respects with the content standards set out in these terms.

20.4 If you wish to make any use of material on our site other than that set out above, please address your request to webmanager@cornwall.gov.uk.

21. Links from our site

21.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources. We also accept no responsibility for them or for any loss or damage that may arise from your use of them.

21.2 Cornwall Council will provide links to sites that are branded in a similar or familiar way to our corporate website. These sites are provided and delivered by third party suppliers and are subject to the same laws for data governance. We will endeavour to ensure that all data is protected. Where possible suppliers will have robust management in place for this data.

22. Jurisdiction applicable by law

22.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site. Although we keep the right to bring

proceedings against you for breach of these conditions in your country of residence. Or any other relevant country. These terms are governed by English law.

23. Variations

23.1 Our terms may change from time to time. This site will always contain our current terms. Please check this site for changes, as they are legally binding on you.

23.2 These terms were last updated in March 2021.

24. Contact us

24.1 If you have any concerns about material which appears on our site, please contact us at webmanager@cornwall.gov.uk.

24.2 Cornwall Council welcomes feedback and suggestions on what you would like us to publish on the site. Please email us on comments@cornwall.gov.uk

24.3 In the event that you are experiencing any problems with a page on the site, please email us on comments@cornwall.gov.uk.

24.4.4 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities. We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will stop immediately.

24.4.5 We will not be liable for any loss or damage caused by attacks, viruses or other technologically harmful material that may infect:

- your computer equipment
- computer programs
- data or other proprietary material

due to your use of our site or to your downloading of any material posted on it. Or on any site linked to it.

24.4.6 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose:

- the identity or
- locate anyone posting any material in breach of clause 24.4.1



