

Terms and Conditions – NFM Auction

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

WHAT'S IN THESE TERMS?

Thank you for visiting the website nfmauction.org.uk (the Site). These terms govern your use of the Site, whether as a visitor or as a user with a registered account.

WHO WE ARE AND HOW TO CONTACT US

The Site is operated by the Sylva Foundation. 'We' or 'us' refers to the Sylva Foundation.

The Sylva Foundation is an environmental charity registered in England and Wales (No.1128516) and in Scotland (No.SC041892), whose offices are at Little Wittenham Road, Long Wittenham, Oxfordshire, OX14 4QT, United Kingdom.

To contact us, please email nfmauction@sylva.org.uk or telephone on +44 1865 275 019.

BY USING THE SITE YOU ACCEPT THESE TERMS

By using the Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use the Site.

OUR PRIVACY NOTICE

In addition to these Terms you should read our [Privacy Notice](#), which sets out the terms on which we process any personal data provided to us by you.

WE MAY MAKE CHANGES TO THESE TERMS

We amend these terms from time to time, and in particular may do so as we add new functions to the Site. Please check the Site regularly to ensure that you understand the terms that apply each time you use it.

WE MAY CHANGE, SUSPEND OR WITHDRAW THE SITE

The Site, including registered user accounts, is available free of charge.

We may update and change the Site from time to time.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for business and operational reasons. We will try to give our registered users reasonable notice of any suspension or withdrawal.

YOU MUST KEEP YOUR ACCOUNT DETAILS SAFE

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. You are responsible for all activity that takes place on your account.

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

If you know or suspect that anyone other than you knows your user identification code or password, or if you become aware of any apparent breaches of security such as loss, theft or unauthorised disclosure, you must promptly notify us at nfmauction@sylva.org.uk

USING THE SITE AS A LANDOWNER - BIDDING FOR FUNDING

The Site is an online auction platform which enables landowners to engage in "reverse auctions", bidding for funding to deliver natural flood management (NFM) measures. This section sets out provisions that will apply when you use the Site as a landowner.

In order to bid, you must register as a user of the Site. The bidding process allows you to select locations on your land in which you propose to implement NFM measures, and propose an amount of funding with which you could implement those measures. Your bids will then be reviewed by one or more of the environmental agencies, advisory groups or Governmental authorities (in each case an Authority) involved in the auction or in the relevant funding. The Authority may, at its option, award funding to suitably competitive bids.

If you submit any bid through the Site, then your name, contact information and other information in relation to your bid will be provided to the relevant Authority so that they may evaluate your bid and contact you if it is successful. Each Authority will be a data controller in its own right in relation to your personal data and will use your personal data as described in its own privacy policies or privacy notices.

Our role in providing the Site is simply to provide a platform for the submission and review of bids. We do not guarantee that any bid will be successful or that the Authority will act on or respond to any submitted bid. The Authority will contact you if it is interested in progressing your bid. Any contract between you and the Authority in relation to your NFM commitments and the associated funding will be concluded between you and the Authority and will be agreed and concluded offline rather than through the Site. We will not be a party to any contract between you and the Authority and are not responsible for your or the Authority's performance.

You will have no rights or remedies against us in relation to the award (or non-award) of any funding, or otherwise in relation to your relationship with the Authority, and hereby irrevocably waive any such rights or remedies.

In using the Site and submitting any bid, you warrant that:

- all information provided by you through the Site is accurate at the time it is provided and shall remain so unless you notify us otherwise;
- in particular, you are the registered freehold or leasehold proprietor of the land which is the subject matter of any bid, or shall have legal tenure over that land;
- you are able to exercise the responsibility of stewardship over the land without the need to obtain any further consents or permissions from any third party (such as a landlord);
- at the time of bidding, you have not entered into any agreement or commitment, and the land is not subject to any restrictive covenant, that would prevent or restrict your performance of the NFM measures proposed.

These warranties are for the benefit of, and may be relied on by, the Authority. They do not limit any other warranties or obligations you might subsequently agree with the Authority.

We may retain anonymised bid data indefinitely for the purposes of our research. Any personal data contained in any bid data will be used by us in accordance with our [Privacy Notice](#).

HOW YOU MAY USE MATERIAL ON THE SITE

You must use the Site in a manner consistent with all applicable laws, legislation, rules and regulations.

We are the owner or the licensee of all intellectual property rights in the 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.

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

DO NOT RELY ON INFORMATION ON THIS SITE

Certain content on the Site, and in particular map and land cover information, is provided to assist landowners and sponsors of NFM measures. However, that content, and all other content on the Site, is provided for general information only and is not intended to amount to advice on which you should rely. It is your responsibility to obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date. We are not responsible for the results of reliance on any such information.

WE ARE NOT RESPONSIBLE FOR WEBSITES TO WHICH WE LINK

The terms and conditions of any other websites linked through this site will also apply to the use of those websites, to the exclusion of all other terms and conditions including the present ones.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Whether you are a consumer or using the Site in connection with your business:

- we do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation;
- to the extent permitted by law, we provide the Site on an "as is" basis and without warranty, and will not be liable to you in any way in relation to your use of the Site; and
- in particular, to the extent permitted by law, we do not warrant that use of this site will not infringe the rights of any other person or organisation, and we accept no responsibility or liability for any material communicated by you or any third parties via the Site.

If you are using the Site in connection with your business:

- we exclude all implied conditions, warranties, representations or other terms that may apply to the Site or any content on it;
- we will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - use of, or inability to use, the Site; or
 - use of or reliance on any content displayed on the Site; and
- in particular, we will not be liable for:
 - loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.

If you are using the Site as a consumer, please note that we only provide the Site for domestic and private use of consumers. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

POSTING MATERIAL ON THE SITE

We do not intend to regularly monitor the use of the Site or data transmitted to it. However, if we become aware that you are misusing the Site, we reserve the right to take

appropriate actions, which may include excluding you and your affiliates from accessing the Site and removing all data and materials that you may have transmitted.

Any information submitted to us through this site will be held and used in accordance with our [Privacy Notice](#).

WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. 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 and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

PUBLICITY

In no circumstances may you make any use of the name, crest, logos or other trade marks of the Sylva Foundation without the express prior written consent of an authorised representative of the Foundation.

INDEMNITY

If you breach any of these terms, you agree to indemnify us for any losses, costs or damages, including reasonable legal fees, incurred by us in relation to, or arising out of, such a breach.

VALIDITY OF THESE TERMS

If any part of these terms is declared invalid for any reason by a court of competent jurisdiction, this will not affect the validity of any remaining part of the terms. Any such remaining part will remain in full force and effect as if the invalid part of the terms had been eliminated.

WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the laws of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident

of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are using the Site in connection with your business, then these terms of use and any disputes in connection with their subject matter or formation (including any non-contractual disputes or claims) will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.