

These terms cover myForest Paid accounts which are a paid for option for myForest users.

1. THESE TERMS OF SUPPLY

1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you.

1.2 **Why you should read them.** Please read these terms carefully before you sign up to use a myForest paid account. These terms tell you about Sylva Foundation ('we/our'), how we provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us.

1.3 **Changing the terms.** We may at any time revise, amend, add or withdraw information to the site and/or to these terms. You will be bound by the relevant terms applicable at the time that you submit an order to us.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** Sylva Foundation is a charitable trust. Our address is Sylva Wood Centre, Long Wittenham, Oxfordshire, OX14 4QT, United Kingdom.

2.2 **How to contact us.** You can contact us by telephone at +44 1865 408018 or by writing to us at Sylva Wood Centre, Long Wittenham, Oxfordshire, OX14 4QT, United Kingdom.

2.3 **How we may contact you.** If we need to contact you we will do so by writing to you at the email address you provided to us in your order.

2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2.5 **The term "consumer".** When we use the word "consumer" in these terms, we mean an individual (that is a natural person rather than a legal entity such as a company) who is acting for purposes wholly or mainly outside his or her trade, business, craft or profession. If you are a consumer, you are entitled to certain special protections under the law, which we have highlighted in certain parts of our terms.

3. OUR CONTRACT WITH YOU AND YOUR ACCESS

3.1 **Pricing.** A contract will come into existence between you and Sylva Foundation when you subscribe to a myForest paid account for the period of one year.

3.2 **Access.** Your access to and use of this site, including any password access to the site, may be changed, restricted or terminated by us by notice with immediate effect at any time.

3.3 **Applicable laws.** You will use this site in a manner consistent with all applicable laws, legislation, rules and regulations.

3.4 **Security.** You will take reasonable steps to ensure that no unauthorised user accesses any account created with your username and password. You should inform us of any apparent breaches of security such



as loss, theft or unauthorised disclosure or use of any ID, password or key which we may issue to you. Until we are notified by you, you will remain liable for any unauthorised use.

4. PAYMENT AND MYFOREST PAID ACCOUNT PRODUCTS

4.1 Forest owner account. For a forest owner account an annual subscription to a myForest paid account costs £24 (including Value Added Tax at 20%). This will enable you to access and use myForest paid account features.

4.2 Forest agent account. For a forest agent account an annual subscription to a myForest paid account costs £120 (including Value Added Tax at 20%). This will enable you to access and use myForest paid account features.

4.3 Downloading Ordnance Survey maps. Backgrounds for downloading of Ordnance Survey maps will be provided by Ordnance Survey through an API. Costs for downloading Ordnance Survey maps will be shown prior to downloading and will be dependent on area and background (includes Value Added Tax at 20%). For the avoidance of doubt, 'downloading' and 'printing' are interchangeable in the contract.

5. PROVIDING THE PRODUCTS

5.1 Making Payments. Payments for subscription and map downloads will be collected on a separate payment website where you can enter the requested payment information securely. The terms and conditions of that third-party website will govern your use of that website, including the security of your financial information and the process for making payments to the exclusion of the present terms. Please read the payment website's terms and conditions, including their privacy policy, carefully as your proceeding to use that website will constitute acceptance of those terms and conditions.

5.2 Delays beyond our control. We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know, and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. Your rights to cancel as described in clauses 8 and 9 will still apply to the extent that they are relevant to your situation.

6. USE OF THE PRODUCTS

6.1 Reliance on our information. The site and our products are not a substitute for specific land surveys and other professional due diligence. You should not rely on or make any decisions relating to prospective investments or other projects on the basis of the information supplied by this site or provided in our products. You assume sole responsibility for results obtained from the use of the information we provide by you, and for conclusions drawn from such use. You will not provide any information obtained from us to any client or third party, or permit any client or third party to be aware of or rely on our information without such information first being considered by you using your professional skills and, where adopted by you, being incorporated into your own advice to your client.

6.2 **Your use of information.** You are solely responsible for the appropriate use and adaptation of the information we provide for your own use and in your provision of advice and services to any clients. Without limitation to the previous sentence, we shall have no liability for any damage caused by errors or omissions in any information or instructions provided by you, or any actions taken by us at your direction.

6.3 **Third party information.** The information that you obtain on this site and through our products relies on the quality, availability and integrity of third-party databases, and deficiencies in them may cause errors or defects in the information supplied by this site.

7. PROTECTION OF INTELLECTUAL PROPERTY

7.1 **Copyright and other intellectual property.** The copyright and other intellectual property rights in material on this site is owned or licensed to Sylva Foundation and protected by domestic and international copyright laws. Except as expressly stated in these terms, we do not grant you any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the information or materials provided by this site.

7.2 **Your rights of use.** You may use the site for the intended purposes described below only, but for no other purpose. You may view, copy, download and print the information provided by this site for your own personal, academic, or business purposes; copy, download, revise, customise and use the information provided by this site for the purposes of any matter on which you are advising; make available to clients, potential clients and others copies of materials that contain information provided by this site on a reasonable, non-systematic basis that is not commercially prejudicial to us.

YOU MUST NOT REMOVE OR INTERFERE WITH ANY TRADEMARK, COPYRIGHT OR OTHER PROPRIETARY NOTICE.

7.3 **No other rights.** Except as expressly provided above, you agree that you do not have any licence or right under any copyright or other intellectual property rights owned by or licensed to us in respect of this site or the information and materials in it.

8. DELAYED OR SUSPENDED SUPPLY OF PRODUCTS

8.1 **Delayed delivery.** Access to Ordnance Survey mapping is reliant upon Ordnance Survey API. If the Ordnance Survey API server is not working we will not be able to serve up Ordnance Survey Mapping. In this case you will not be charged for any of the map backdrops you try to view or download. The unavailability of Ordnance Survey Maps will not allow you to cancel your subscription.

8.2 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product, including but not limited to the following reasons:

- to deal with technical problems or make minor technical changes;
- to update the product to reflect changes in relevant laws and regulatory requirements;
- if we temporarily or permanently suspend our operations (including of the site or of our supply of products);



- if we close down or transfer the site to another site.

8.3 Your rights if we suspend the supply of products. We will contact you to tell you we will be suspending supply of any of our products if you have a subscription which will be affected by that suspension. We will endeavour to notify you in advance of the suspension unless the problem is urgent or an emergency. Upon your request, we will refund a proportion of your subscription based on the amount of time it has left to run until renewal.

9. YOUR RIGHTS TO CANCEL

9.1 Faulty or misdescribed products. If your purchase is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), see clause 11.

9.2 If we have done something wrong. If we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed, or you have a legal right to end the contract because of something we have done wrong, please let us know and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. For your rights where products are delayed or suspended, see clause 8 above.

9.3 Changing your mind as a consumer. If you are a consumer and have just changed your mind, you can exercise your right under the Consumer Contracts Regulations 2013. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions.

When you don't have the right to change your mind. You do not have a right to change your mind in respect of: digital content products after you have started to download or stream these; or services, once these have been performed, even if the cancellation period is still running.

How long do I have to change my mind? You have 14 days to cancel your subscription after you have paid, or until you start viewing or downloading Ordnance Survey mapping, whichever is earliest.

ONCE WE HAVE PERFORMED THE SERVICES DESCRIBED ABOVE, YOU CANNOT CHANGE YOUR MIND, EVEN IF THE 14-DAY PERIOD IS STILL RUNNING, AND YOU NO LONGER HAVE THE RIGHT TO CANCEL THE SUBSCRIPTION.

If you contact us about cancelling an order you have placed, we will let you know if our services have been undertaken and only refund you in accordance with the preceding paragraph.

9.4 Cancellation rights. If you are not a consumer as defined under the Consumer Rights Act 2015 (the Act), your rights to cancel an order already placed are limited to clauses 9.1 and 9.2 above, *i.e.* you do not have a right to cancel an order already placed without cause under clause 9.3 or otherwise.

To cancel under the above clauses please contact us by phone or email. Call on +44 (0)1865 408018 or email us at myforest@sylva.org.uk. Please provide your name, details of the order, your phone number and email address.

10. HOW TO END THE CONTRACT WITH US

10.1 **Ending your subscription.** You can end your subscription with us by clicking on the 'cancel subscription' link on the Account Plan tab of your Account settings page. Your subscription will then run up until one year from when you last subscribed but will not re-new.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone +44 (0)1865 408018, or write to us at myforest@sylva.org.uk or Sylva Foundation, Sylva Wood Centre, Little Wittenham Road, Long Wittenham, Oxfordshire , OX14 4QT.

11.2 **Your consumer rights.** As a consumer, your main legal rights are summarised below and are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

The Consumer Rights Act 2015 says that digital content must be as described, fit for purpose and of satisfactory quality:

- if your digital content is faulty, you're entitled to a repair or a replacement.
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

11.3 **Non-consumer use.** If you are not contracting with us as a consumer, clause 12.1 applies to the fullest extent possible.

12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

12.1 **Unforeseeable losses for consumers and other exclusions for non-consumers.** We are not responsible for any loss or damage that is not foreseeable. If you are a consumer, loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process. If you are not a consumer, we exclude all liability for any indirect, special, incidental or consequential losses, even if we have been advised of the possibility that such losses might be suffered by you or a third party, and we exclude all warranties, conditions and other terms implied by statute or common law to the fullest extent permitted by law, including (without limitation) the implied warranties of merchantability, satisfactory quality, or fitness for a particular or general purpose and non-infringement of third party rights.

12.2 **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; for fraud or fraudulent misrepresentation; if you are a consumer, for breach of your legal rights in relation to the products as summarised at clause 11.2; for any other rights which by law cannot be limited or excluded.



12.3 **We are not liable for business losses.** We will have no liability to you for any loss of profit, loss of revenue, loss of contracts or goodwill, loss of business, business interruption, or loss of business opportunity.

12.4 **Our limitation of liability.** To the fullest extent possible, but subject to clause 12.2, our maximum liability to you under or otherwise in connection with these terms or their subject matter shall be limited to, in respect of all claims (connected or unconnected) in any consecutive 12-month period, the equivalent of the price paid by you for our products in that period.

12.5 **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.

13. INFORMATION YOU PROVIDE

13.1 Do not submit confidential information. Information you provide to us is treated in accordance with our myForest Privacy Notice. Your acceptance of these terms also means that you accept the terms of this Privacy Notice. Please note that clause 5.1 applies to financial information and other information submitted through our third-party payment processor.

14. OTHER IMPORTANT TERMS

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.3 **Which laws apply to this contract and where you may bring legal proceedings.** If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. 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 a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Changes to these Terms of Supply

We keep our Terms of Supply under regular review. This version was last updated as shown at the top of the document.



SYLVA
FOUNDATION

Terms of Supply — myForest paid accounts

August 2022

How to contact us

If you want to request information about our data protection or privacy you can email us at (dpc@sylva.org.uk) or write to:

Sylva Foundation
Sylva Wood Centre
Little Wittenham Road
Long Wittenham
Oxfordshire
OX14 4QT

Data Protection Register

Sylva Foundation is registered with the Information Commissioner's Office (ICO). Our Registration Number is **Z1773491**.