

**THE GREEN OFFSET**

**WEBSITE TERMS OF USE**

**THESE TERMS APPLY WHEN USING THE GREEN OFFSET WEBSITE. PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE.**

**Date last revised: 9 March 2021.**

These terms set out the basis on which you may access and use our website located at [greenoffset.co.uk](http://greenoffset.co.uk) (our site).

These terms supplement all other documents, policies and terms applicable to your use of The Green Offset and applies equally to Offset Providers and Offset Seekers.

All capitalised but undefined terms in these terms shall have the meaning(s) given to them in the Offset Provider Terms and/or Offset Seeker Terms, as applicable. For the purposes of these terms, a “user” refers to anyone who uses or accesses our site at any time.

Your use of our site means that you accept, and agree to abide by, all the terms set out herein. If you do not agree to these terms, you must not use our site. You should check back to this page regularly as we may revise these terms at any time. Any changes will be posted here and the changes will apply to you if you continue to use our site after the relevant change. Note that some of the provisions of these terms may be superseded by notices published elsewhere on our site (from time to time).

We do not guarantee that our 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 our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Our site is operated by Fisher German LLP, a limited liability partnership registered in England and Wales with registration number OC317554 and registered office address at The Head Office Ivanhoe Office Park, Ivanhoe Park Way, Ashby-De-La-Zouch, Leicestershire, England LE65 2AB. If you need to contact us at any time, please direct all queries to [thegreenoffset@fishergerman.co.uk](mailto:thegreenoffset@fishergerman.co.uk) in the first instance.

**1. USAGE RESTRICTIONS GENERALLY**

- 1.1. The purpose of The Green Offset is to allow Offset Providers to connect with Offset Seekers with the intention that those two parties will enter into an agreement following which the relevant land will be utilised to deliver the required offset. You must therefore only use our site with the legitimate and honest intention to connect with Offset Providers and/or Offset Seekers, as applicable, for such purpose.
- 1.2. You must not use our site:
  - 1.2.1. in any way that breaches any applicable local, national or international law or regulation;
  - 1.2.2. in any way that is unlawful, dishonest or fraudulent (or has that effect);

- 1.2.3. in a way that harms, or attempts to harm, others;
- 1.2.4. to bully, insult, intimidate or humiliate any person;
- 1.2.5. to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in Paragraph 5 below;
- 1.2.6. to send (or procure the sending of) any advertising or promotional material (whether requested or otherwise); or
- 1.2.7. to knowingly introduce viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our 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 our site will cease immediately.

## **2. ACCOUNT DETAILS**

- 2.1. You must treat as confidential your user identification code, password or any other piece of information that you are given as part of our security procedures. You must not disclose such details to any third party.
- 2.2. 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.
- 2.3. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [thegreenoffset@fisherman.co.uk](mailto:thegreenoffset@fisherman.co.uk).

## **3. INFORMATION ON OUR SITE**

- 3.1. The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.
- 3.2. Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

## **4. INTERACTIVE SERVICES**

- 4.1. We may from time to time provide interactive services on our site.

- 4.2. Where we do provide any interactive services, we will provide clear information to you about the kind of service offered, if it moderated and what form of moderation is used (including whether it is human or technical), and we will do our best to assess any possible risks for all users. However, we are under no obligation to oversee, monitor or moderate any interactive service we offer.
- 4.3. We exclude any liability to you for any loss or damage that arises from the use of any of our site's interactive services, whether the service is moderated or not.

## 5. **CONTENT STANDARDS**

- 5.1. Where our site allows users to send, knowingly receive, upload, download, use or re-use any material, users shall comply with the following content standards.
- 5.2. These content standards apply to any and all material which you contribute to our site (Contribution), and to any interactive services associated with it.
- 5.3. These content standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.
- 5.4. A Contribution must be accurate (where it states facts); be genuinely held (where it states opinions); and must comply with the law applicable in England and Wales and in any country from which it is posted.
- 5.5. A Contribution must not:
  - 5.5.1. be defamatory of any person;
  - 5.5.2. be obscene, offensive, hateful or inflammatory;
  - 5.5.3. bully, insult, intimidate or humiliate;
  - 5.5.4. promote discrimination based on race, sex, religion, nationalist, disability, sexual orientation or age;
  - 5.5.5. infringe any copyright, database right or trade mark of any other person;
  - 5.5.6. be likely to deceive any person;
  - 5.5.7. breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 5.5.8. promote any illegal content or activity;
  - 5.5.9. be in contempt of court;
  - 5.5.10. be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;

- 5.5.11. be likely to harass, upset, embarrass, alarm or annoy any other person;
- 5.5.12. impersonate any person or misrepresent your identity or affiliation with any person;
- 5.5.13. give the impression that the Contribution emanates from The Green Offset, if this is not the case;
- 5.5.14. advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse;
- 5.5.15. contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism; or
- 5.5.16. contain any advertising or promote any services or web links to other sites.

## **6. LINKING AND FRAMING**

- 6.1. Your registered account on our site is offered to you by The Green Offset and is hosted and maintained by The Green Offset at all times. It therefore remains The Green Offset's property.
- 6.2. You are permitted to link to our site's homepage on a website or blog that is either hosted on a domain name owned by you or through a content management system or platform licensed to you provided that you do so in a way that is fair, legal and does not damage our site's reputation or seek to take advantage of it.
- 6.3. You must not frame our site on any other website, blog or platform at any time, without our prior, express, written consent.
- 6.4. Further, you must not establish any link to our site in a way that suggests any form of association, approval or endorsement by us with you, or any third party product, content or service, where none exists.
- 6.5. Where our site links to other websites or 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.

## **7. ACCESS RESTRICTIONS GENERALLY**

- 7.1. Your right to use and access our site is limited strictly to those parts of our site that you need in order to benefit from the rights granted to you under the Offset Provider Terms and/or the Offset Seeker Terms, as applicable.
- 7.2. You cannot access (without our prior consent), or attempt to interfere with, damage or disrupt any other part of our site, including any:

- 7.2.1. equipment on which our site is stored;
- 7.2.2. networks or servers from which our site is hosted;
- 7.2.3. of our site's underlying software; or
- 7.2.4. equipment, networks or software owned or used by any third party (on which our site relies).

## **8. POLICY BREACHES**

- 8.1. Where we consider, or another user notifies us, that a breach of this policy has (or may have) occurred, we may take such action as we consider appropriate. Such examples are not limited to those listed below, and we are not restricted from taking any other such action that we deem appropriate.
- 8.2. Failure to comply with this policy constitutes a material breach of the terms upon which you are permitted to use our site. In response, we may:
  - 8.2.1. suspend (whether immediately, temporarily or permanently) your account on our site so that you can no longer access all (or part) of its features;
  - 8.2.2. issue a warning to you;
  - 8.2.3. commence and pursue legal proceedings against you and seek to recover all of our associated costs (including our administrative and legal fees) that we incur as a result of your breach(es) on an indemnity basis; and/or
  - 8.2.4. disclose any information relating to you or your account to those law enforcement authorities we either feel is necessary or is required by law in order to support an investigation.
- 8.3. In the event that you receive three warnings, we reserve the right to close your account. However, we are under no obligation to issue three warnings to you, and may close your account in response to any single breach if we consider it appropriate.
- 8.4. We exclude any liability to you for all action we may take in response to any breach of this policy, including investigations relating to any suspected breaches. This includes any liability to you for loss of income, profits or future business as a result of your account closure or suspension which may prevent you from any further Enquiries, Introductions and/or Sales.

## **9. OUR RESPONSIBILITY TO YOU**

- 9.1. 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.

- 9.2. Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which are set out in the Offset Provider Terms and Offset Seeker Terms, as applicable.
- 9.3. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- 9.4. 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:
  - 9.4.1. use of, or inability to use, our site; or
  - 9.4.2. use of or reliance on any content displayed on our site.
- 9.5. In particular, we will not be liable for:
  - 9.5.1. loss of profits, sales, business, or revenue;
  - 9.5.2. business interruption;
  - 9.5.3. loss of anticipated savings;
  - 9.5.4. loss of business opportunity, goodwill or reputation; or
  - 9.5.5. any indirect or consequential loss or damage.

## **10. YOUR PERSONAL INFORMATION**

- 10.1. We will only use your personal information as set out in our Privacy Policy, a link to which can be found on our site.

## **11. OUR INTELLECTUAL PROPERTY**

- 11.1. 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.

## **12. GOVERNING LAW**

- 12.1. The same laws and jurisdictional rules that are contained in the Offset Provider Terms and the Offset Seeker Terms relating to resolution of disputes shall apply to this policy.