

WEFO Online Services

User Terms and Conditions

1. Introduction

The WEFO Online services (the “Services”) allow persons participating in projects receiving funding from the Welsh European Funding Office (“WEFO”) to submit applications for the Services (including, but not limited to, the submission of claims for funding) online, to send information to WEFO, to view records online and generally to interact with WEFO via the Internet. Additional services and features may be added to the Services in the future.

The Services can be accessed via the WEFO Online website at the website address: www.wefo.wales.gov.uk/wefo-online (or such other website address as we may use in the future) (the “Site”).

By using the Site and/or by registering to use the Services, you agree to be bound by these terms and conditions (“Terms”) and in particular you agree and accept the disclaimers and limitations of liability contained in these Terms. ***Please read these Terms carefully before using the Site or registering to use the Services via the Government Gateway website. If you do not wish to be bound by these Terms please leave the Site immediately and/or de-register using the Government Gateway website.***

2. Definitions

In these Terms:

“Access Credential” means the Government Gateway user name and password created and used by you in order to access the Services;

“Claim” means any claim for funding from WEFO submitted by you via the Site; and “Claims” shall be construed accordingly;

“Content” means the design, text, graphics and other material on the Site;

“Materials” means materials made available by us and accessible as part of the Services including, without limitation, claim forms, registration documents and project documentation;

“person” shall include bodies corporate, unincorporated associations, partnerships, trusts, individuals and any combination of one or more of the foregoing;

“User” or “Users” means the users of the Site and the Services, individually or collectively;

“we” and/or “us” and/or “our” means WEFO, a Welsh Assembly Government body acting on behalf of the Welsh Ministers of Cathays Park, Cardiff CF10 3NQ (together with our employees, agents and contractors);

“WEFO” means the Welsh European Funding Office;

“you” means the person using the Site and/or accessing the Services (on behalf of a business or an organisation).

3. Registration

3.1 You must register in order to access and use the Services.

3.2 You can register to use the Services on behalf of (including where you are acting as an agent for) a business or an organisation.

3.3 You can register to use the Services via the Government Gateway website (<http://www.gateway.gov.uk>). Your registration details, including your name and, where relevant, your email address, will be stored on the Government Gateway in accordance with the Government Gateway privacy policy. Your Access Credential will be used to verify your identity

and to authenticate information you provide. Following registration, you will be able to login using your Access Credential to access the Services.

- 3.4 By registering to use the Services, you represent and warrant that you have the right, authority and capacity to use the Site and the Services and to agree to be bound by these Terms. If we discover or have any reason to believe that you do not have the right, authority and capacity to use the Site and the Services or to be bound by these Terms, we may suspend or terminate your registration and/or ability to access the Services immediately and without any notice to you.
- 3.5 In consideration of your being allowed to register to use the Services, you agree:
- (a) to provide true, accurate, current and complete information about yourself when prompted by the relevant registration form or any other form we may ask you to complete at any time; and
 - (b) to promptly notify us of any change to any information you have provided to us so as to keep the information held by us true, accurate and complete.

4. Security

- 4.1 You must keep your Access Credential secure and take all reasonable steps to safeguard them.
- 4.2 You must take all necessary steps to ensure that no person other than you accesses the Services (or any part of them) using user accounts created for use by you. You shall be responsible for any misuse of the Services resulting from the use of your Access Credential, whether or not such use was actually yours. If you suspect that any other person has used or is using your Access Credential you must notify us immediately.
- 4.3 If at any time your authority or right to use the Services as an agent for, or on behalf of, a business or an organisation is terminated, withdrawn or suspended by the relevant business or organisation you must immediately cease using the Services and de-register in respect of the relevant account.

5. Your Obligations

Whilst acting on behalf of a business or organisation you are permitted to search, view, copy, print out and use the Content and to use the Services (including the Materials) on behalf of that business or organisation provided that:

- (a) you must act solely within the remit of your role within or relating to that business or organisation; and
 - (b) you must act at all times within the authority of the relevant business or organisation and in accordance with any guidance issued by WEFO from time to time;
 - (c) you must not make any part of the Services relating to that business or organisation or any Materials available to any third party except as permitted under these Terms.
- 5.2 You must not:
- (a) alter any part of the Content;
 - (b) copy, print out or otherwise reproduce any part of the Materials except as part of your authorised use of the Services and as permitted by these Terms; or
 - (c) assign or otherwise dispose of all or any of your rights under these Terms.
- 5.3 Where you are appointed by a business or organisation as an eGateway contact, with responsibility for identifying persons to act on behalf of that business or organisation in relation

to a project and who will be able to access and to use the Services relating to such project, you must:

- (a) exercise all due care, skill and attention in selecting such persons and in accordance with any instructions from the relevant business or organisation; and
- (b) select only such persons as may be suitably skilled and qualified to access and to use the Services relating to that project; and
- (c) select only such persons as may be required to fulfil the project purposes and do not select excessive numbers of persons; and
- (d) ensure that all those persons selected are aware of and agree to adhere to these Terms and to any instructions issued by the relevant business or organisation, and you must ensure that such persons adhere to these Terms and to any such instructions issued.

and you acknowledge and agree that you may be held responsible by the business or organisation that has appointed you as an eGateway contact for the actions of those persons selected by you.

5.4 Where you are authorised by a business or organisation to submit Claims or any other forms on behalf of that business or organisation you must:

- (a) ensure that each and every Claim or other form is completed and submitted in accordance with any guidance issued by WEFO from time to time; and
- (b) exercise all due care, skill and attention in completing and submitting any Claim or other form; and
- (c) promptly supply any additional information, supporting documentation and/or clarification requested by WEFO in relation to a Claim or any other form submitted; and
- (d) act solely within the remit of your authority when completing and/or submitting Claims or any other forms on behalf of a business or organisation and in accordance with any instructions given to you by that business or organisation (provided that where any instructions conflict with guidance issued by WEFO the terms of such guidance shall take precedence over any instructions); and
- (e) not attempt to claim a greater amount of funding than that permitted under the terms of any award of funding (whether in total or relating to a specific period or type of funding) and/or include any ineligible expenditure in any Claim

and you acknowledge and agree that by submitting a Claim or other form you are representing that such Claim or the contents of such other form is complete, accurate and up to date and that you may be held responsible for any inaccuracies or misrepresentations relating to any Claim or other form submitted by you. We reserve the right at any time in the future to alter the Site to limit and/or to remove your ability to submit Claims or any other forms on behalf of a business or organisation and/or to require you to undergo a formal appointment process and/or to provide additional information or meet additional requirements in order to submit/administer any Claims or other forms. You will be notified of any such alteration in accordance with these Terms.

5.5 You must not:

- (a) use the Site or the Services as a vehicle to solicit business or establish trade contacts;
- (b) advertise or promote your own products or services or those of a third party on the Site; including by way of "spam" email;
- (c) impersonate another User, or access or attempt to access user accounts belonging to other Users without the authorisation or permission of such Users;

- (d) use the Site to conduct any fraudulent activity;
 - (e) interfere with or attempt to interfere with any security measures belonging to or relating to the Site.
- 5.6 Any materials posted, published or transmitted by you on or through the Site, whether or not as part of the Services, must not:
 - (a) be capable of being threatening, obscene, harmful, defamatory, pornographic or otherwise unlawful; and/or
 - (b) violate or infringe in any way upon the rights of others (including intellectual property rights, rights of confidentiality, or rights of privacy); and/or
 - (c) cause distress or inconvenience; and/or
 - (d) express opinions that others may find vulgar, crude, sexist, racist or otherwise offensive; and/or
 - (e) be otherwise illegal.
- 5.7 We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone using the Services and/or any materials (including the Materials) in any of the ways set out in paragraph 5.6 above.
- 5.8 You shall ensure that all and any materials uploaded by you on the Site are true, accurate and comprehensive, have been completed using all reasonable skill and care and are up to date in all respects at all times.
- 5.9 We are not responsible for any material which is written by Users and posted on the Site or which is transmitted via the Site and we give no endorsement of such material. We reserve the right to edit, refuse to post or to remove any such material from the Site in our absolute discretion. Failure by us to remove particular material shall not constitute an endorsement or acceptance of it by us.
- 5.10 You are responsible for ensuring that your information technology, computer programs, and platform are configured in order to access the Services. Notwithstanding paragraph 6(c) below, you should use your own virus protection software.

6. Our Obligations

- 6.1 We will:
 - (a) exercise reasonable care in compiling and placing Content on the Site;
 - (b) use reasonable efforts to make the Site available;
 - (c) take reasonable steps to ensure that any software and data files supplied to you as part of the Services are virus-free;
 - (d) subject to paragraph 6.2, take reasonable steps to ensure that the Services are continuous and that any interruptions to access to the Site by any event within our control are kept to a minimum; and
 - (e) use reasonable endeavours to secure any personal data you give us.
- 6.2 We will endeavour to perform daily maintenance of the Site including an update of the Services. Please note that the Services shall be unavailable during such times. The Services shall be available and accessible for Users between the hours of 07:00 and 00:00. We make no guarantee that the Services will be available outside these times. We will use reasonable endeavours to inform you of any planned downtime that may affect the accessibility of the Services within the hours of application detailed above.

- 6.3 We will use reasonable endeavours to ensure that any information, data and/or materials submitted by you to the Site or as part of the Services is maintained securely and is properly backed up. In the event of any loss or damage to such information, data and/or materials, your sole and exclusive remedy shall be that we shall use best endeavours to restore the lost or damaged information, data and/or materials from the most recent back up of such information, data and/or materials. We shall not be responsible for any loss, destruction, alteration or disclosure of your information, data and/or materials caused by any third party (except those third parties sub-contracted by us to perform services related to the maintenance and back-up of your information, data and/or materials).

7. Ownership and Use of Proprietary Rights

- 7.1 All copyright, trade marks, database rights and all other intellectual property rights in the Content (including, without limitation, the design, selection and arrangement of the Site and all logos, text and graphics on the Site) and the Materials shall at all times remain vested in us or our licensors. You are permitted to use the Content and the Materials only as expressly authorised in these Terms and must not use them for any purpose other than in connection with your authorised use of the Services. If you become aware of any unauthorised use of the Content or the Services you agree to notify us immediately..
- 7.2 The Welsh Ministers own the rights to all and any names and logos for “WEFO”; the “Welsh European Funding Office”, “WEFO Online” and “Welsh Assembly Government”. You may use these only in accordance with any applicable funding approval terms or as we may otherwise permit.
- 7.3 Subject to the provisions of paragraph 14 you hereby grant to us, our licensees and assigns, an irrevocable, perpetual, royalty-free, world-wide licence to copy, issue copies, communicate to the public, make publicly available and to use any material you transmit to, upload or post on the Site that is not transmitted, uploaded or posted subject to any obligation of confidence.

8. Your Warranties

You warrant that:

- (a) you have the requisite right, authority and capacity to use the Site and the Services (including, where relevant, the authority to submit Claims or any other forms) and to be bound by these Terms; and
- (b) all information and details provided by you to us (including, where relevant, the information contained in any Claims or in any other forms submitted by you) are true, accurate and up to date in all respects and at all times; and
- (c) you will comply with these Terms including, without limitation, your obligations set out at paragraph 5 above.

9. General Disclaimer and Limitation of Liability

- 9.1 You expressly understand and agree that your use of the Content, the Services and the Materials is at your own risk. We are providing the Site on an “as is” and “as available” basis and make no representation or warranties of any kind with respect to the Content, the Services or the Materials (including without limitation as to the accuracy, timing, reliability, completeness or suitability for any purpose of information or statements contained therein, or statements, advice and opinions given by Users on the Site). Please note that the Content and the Materials may contain technical inaccuracies or typographical errors.
- 9.2 We do not warrant or represent that:
- (a) access to the Site or the Services or any part thereof will be uninterrupted, reliable or fault free; or
 - (b) the Site and or the Software is free of viruses or bugs or that the Site or the servers that make it available are free of viruses or bugs; or

- (c) any errors in the Software will be corrected; or
 - (d) the Materials will be completely up to date and free of inaccuracies.
- 9.3 We expressly make no warranties of any kind as to the Services, whether express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose and non-infringement. In particular, we do not warrant or represent that:
- (a) the Services will meet your requirements, be uninterrupted, timely, completely secure or error-free; or
 - (b) the results that may be obtained from your use of the Services will be accurate or reliable; or
 - (c) the quality of any products, services, information or other materials (including the Materials) obtained by you through the Services will meet your expectations.
- 9.4 Any Content downloaded or otherwise obtained through the use of the Services is done so at your own discretion and risk and you understand and agree that you will be solely responsible for any damage to your computer system or loss of data that results from the download by you of any such Content.
- 9.5 We exclude to the fullest extent permissible at law any and all liability howsoever arising for:
- (a) any technical, factual, textual, typographical inaccuracies, errors or omissions on or relating to the Site or the Content, the Materials and/or the Services;
 - (b) the unavailability of the Site (or any part of it);
 - (c) any statement made by third parties using the Site;
 - (d) any misrepresentation on or relating to the Site, the Content and/or the Services (other than a fraudulent misrepresentation made by us or on our behalf); and/or
 - (e) any delay in providing, or any failure to provide or make available the Services (or any part of them).
- 9.6 We exclude to the fullest extent permissible at law any and all liability howsoever arising for any material posted, published or transmitted by Users of the Site. We make no representations in respect of the information posted on the Site (whether in respect of its accuracy, adequacy, completeness or otherwise) and you are responsible for seeking your own independent advice before acting in reliance upon it and also for any use that you make of it. ***We shall not be liable for any decision made or action taken by a User (including, without limitation, any contractual or other arrangement entered into by you with any third party or any offline activity in which you participate as a result of use of the Site) in connection with your use of the Site, and you hereby acknowledge that your use of the Site shall be at your sole discretion and risk.***
- 9.7 We do not accept liability for any communications or other use of the Site by persons who are under eighteen (18) years, or who do not have the requisite right, authority or capacity to use the Site or to be bound by these Terms, in violation of these Terms.
- 9.8 Neither we nor any of our employees, agents or other representatives will be liable whether in contract, tort, negligence or otherwise, for any loss or damage whatsoever and whether direct or indirect arising out of or in connection with your use of the Site. ***This is a comprehensive limitation of liability that applies to all damages of any kind including, without limitation, damage to software or hardware, loss of business, loss of profits, loss of data, income or profit, compensatory, direct, indirect or consequential damages, loss of or damage to property and claims of third parties.***
- 9.9 None of the exclusions and limitations in these Terms are intended to limit any statutory rights which may not be excluded, nor in any way to exclude or to limit our liability to you for

fraudulent misrepresentation or for death or personal injury resulting from our negligence or that of our employees or agents.

9.10 Each of the above exclusions and/or limitations on liability shall be construed as a separate and severable provision of these Terms.

9.11 Some jurisdictions do not allow for the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the limitations and exclusions in these Terms may not apply to you.

10. Indemnity

You agree to indemnify and hold us harmless from any claim or damages (including legal fees in relation to the same) made by any person in respect of any matter relating to or arising from your use of the Site and/or the Services and/or your status as a User of the Site or arising from any breach or suspected breach of these Terms by you or your violation of any law or the rights of any person.

11. Use, Modification, Suspension and Termination of the Services

11.1 You may cancel your registration at any time by following the online directions provided by following the link www.wefo.wales.gov.uk.

11.2 [We reserve the right at any time without notice to revise, modify, alter or update the Site (including the Content) and the Services (including the Materials) and/or these Terms and you agree to be bound by such modifications, alterations or updates which are posted on the Site. By continuing to use the Site following the posting of any such modifications, alterations or updates, you will signify that you agree to be bound by the revised terms of use. You are responsible for regularly checking these Terms and the Site for any modifications, alterations or updates.]

11.3 We reserve the right at any time and from time to time in our sole discretion and with or without notice:

- (a) to deny Users access to the Site or any part of it and to decline to provide Services to any User that is in breach of these Terms; and/or
- (b) to modify or discontinue, temporarily or permanently, the Services (or any part thereof) or your individual use of the Services. You agree that we shall not be liable to you or to any third party for any such modification, suspension or discontinuance of the Services; and/or
- (c) to cancel your registration and/or withdraw your right to use the Services (or any part of them). You agree that we shall not be liable to you or to any third party for any such cancellation or withdrawal.

11.4 Our rights under this paragraph 11 are in addition and without prejudice to all our other rights and remedies under these Terms or otherwise.

12. Use and Storage

You agree that we have no responsibility or liability for the deletion or failure to store any messages and other communications maintained or transmitted as part of the Services. You further acknowledge that we reserve the right to change these general practices in our sole discretion with or without notice.

13. Third Party Links

13.1 We may from time to time provide links from the Site to third party websites. We will not be liable in any way whatsoever and we make no representations, warranties, recommendations or endorsements in connection with the availability of any such website or any content, advertising, products or Services on or available from such websites.

- 13.2 By offering you the links referred to above, we do not either impliedly or expressly endorse anything contained on such websites or confirm any association with the operators of such websites. We expressly exclude liability for any inaccurate, offensive, defamatory or obscene material which appears on these third party websites.

14. Privacy Policy and Data Protection

- 14.1 We take all reasonable steps to protect any information you submit to us, both online via the Site and offline, in accordance with legislation such as the Data Protection Act 1998 (the "Act"). We do not share, sell or rent the information you provide with or to any other person, company or organisation in any way other than as stated in these Terms (including but not limited to paragraph 15 below) or as required by our internal policies. The Welsh Assembly Government is registered with the Information Commissioner under number Z7107446. For more information please refer to the Code of Practice on Public Access to Information available at www.information.wales.gov.uk (the "Code of Practice").
- 14.2 During the registration process or at any subsequent time when you may answer questions we may collect and process personal information from you, such as your name, e-mail address, home address and contact telephone numbers. We may use information we have collected for improving and running the Site, contacting you, providing usage statistics, for Welsh Assembly Government and/or European funding reporting purposes and for any other purpose to which you consent. We are required to store and collect information about the country you live in. By disclosing personal information to us, you consent to the collection, storage and processing of such information as set out in these Terms.
- 14.3 We follow appropriate security measures in the storage of personal information so as to prevent unauthorised access by third parties. However, the Internet is not a totally secure medium and you acknowledge and agree that, to the fullest extent permitted by law, we shall not be responsible for any unauthorised use, distribution, damage or destruction of personal data.
- 14.4 We will endeavour to ensure compliance with the Act by any of our service providers, sub-contractors and agents involved in supplying the Services (or any of them) and by third party contractors engaged by us to repair, modify or advise on the operation of the Site.
- 14.5 We do not use cookies on the Site. We are not responsible for the use of cookies by any third party websites to which we are linked or to which links may be provided in accordance with paragraph 13 above including, but not limited to, links to the Government Gateway website.
- 14.6 Our security procedures for storing and disclosing customer details conform with the requirements of the Act. Where the Site contains links to third party websites, you should note that we are not responsible for the privacy practices or other policies of the owners and operators of those websites. We therefore encourage you to read the privacy statements and policies on each third party website to which you are asked to submit personal information.
- 14.7 Except where we are required by law (including European Union law) to disclose your Information and subject to the provisions of paragraph 15 below, we will only pass your information to third parties with your consent.
- 14.8 Your officers, employees and/or Contacts have a right of access to any personal information we may hold about them (for which we may charge a small fee) and they may correct any inaccuracies in their information.

15 Freedom of Information

- 15.1 We are subject to the laws governing access to information as set out in the Code of Practice. While all the information that you provide to us, is potentially disclosable, there are exemptions to disclosure that can protect confidential or commercially sensitive information. We will exempt from disclosure that information, where it can be evidenced that the information is genuinely confidential or where disclosure would be prejudicial to your, or our own, commercial interests and the overriding public interest is in applying the exemption.
- 15.2 We will normally consult you, should we receive a request for the information you have provided.

- 15.3 Notwithstanding the provisions of 15.1 and 15.2 above, we may disclose any information relating to you which in our absolute discretion we consider we are required to disclose in accordance with the Freedom of Information Act 2000 and/or any other statutory requirements.

16 General

- 16.1 If any court holds any provision of these Terms to be unenforceable it shall be deleted and the remaining provisions shall continue in full force and effect.
- 16.2 We shall not be liable for any failure, suspension or termination of access to the Site, any Content or the Services arising out of a force majeure event, or resulting from acts or regulations of any governmental or supra-national authority or if our servers are not working. A force majeure event shall include, without limitation, failure of infrastructure, government intervention, wars, civil commotion, hijacking, fire, flood, storm, strikes, lockouts, terrorist attacks or industrial action affecting us or our suppliers.
- 16.3 Your rights and obligations under these Terms are personal to you and you undertake that you shall not nor purport to assign, lease, charge, sub-licence or otherwise transfer such rights and obligations in whole or in part.
- 16.4 Nothing in these Terms (as amended by us from time to time) shall create any right or benefit for any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 16.5 These Terms shall govern your access to the Services to the exclusion of any other terms and conditions proffered by you.
- 16.6 Section headings are included for convenience only and shall not affect the interpretation of these Terms.
- 16.7 No failure or delay by us to exercise any right or remedy hereunder shall operate as a waiver of any such right or remedy or preclude its further exercise or the exercise of any other right or remedy.
- 16.8 Notices to you may be made via either email or standard mail. We may also provide notices of changes to the Terms or other matters by displaying notices or links to notices to you generally on the Site.
- 16.9 These Terms shall be governed by and construed in accordance with the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

17. Feedback and Complaints

If you have any complaints about another User or any aspect of the Site or the Services, or if you have any questions or would otherwise like to provide other feedback, then you can contact us by following the procedures detailed on our help/desk page at www.wefo.wales.gov.uk.