

Guernsey Biological Records Centre (GBRC)

Website Use Terms and Conditions

Introduction

These are the **Terms and Conditions** which apply to all users of the Guernsey Biological Records Centre (GBRC) Website.

If you continue to browse and use this website, you are agreeing to comply with and be bound by the following terms and conditions of use which, together with our [Website Data & Privacy Policy](#), govern the GBRC's relationship with you in relation to this website.

Who are we?

The GBRC (or 'us' or 'we' hereafter) administer the website www.gbrc.org.gg. The GBRC is a non-profit organisation, originally established in 2003 by La Société Guernesiaise, which is now managed by the Nature Commission under contract with the States of Guernsey. Our office is located at Lisia House, Rue à Chiens, St. Sampsons, GY2 4AE.

If you have any questions or any complaints, please contact us at: office@naturecommission.gg.

Licence and acceptable use of this website

By using <https://www.gbrc.org.gg/> you accept these terms and conditions of use and agree to comply with them.

General use

- Unless otherwise stated, the GBRC and/or its licensors own the intellectual property rights relating to <https://www.gbrc.org.gg/> and the material published or available for download on the website.
- You may view, use, download and store the material on this website for personal, research and non-commercial educational use only, if you acknowledge the source and copyright owner of the materials. If you would like to request permission to reproduce any materials on this website, please contact us.
- You must not sell, rent or sub-license material from the website.
- You must not edit or otherwise modify any material on the website.
- You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

- You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the GBRC's express written consent.

Commercial Use

You must not use any part of the content on this website for commercial purposes, without obtaining a written permission to do so from us.

Photos

Many of the photos on this site are provided by engaged volunteers who are generous in their desire to share their work and make information widely available. All such media are credited and copyright of the photographer or illustrator. Please respect their copyright, any indicated usage licence or otherwise and ask if you wish to use their photographs or illustrations.

Data and Privacy

The basis on which we process any personal data collected from you, or that you provide, is covered in our policies, which also governs your visit to our website. There are available here: [Policy Resources](#)

Disclaimer

Although we make reasonable efforts to update the information on <https://www.gbrc.org.gg/>, the GBRC does not provide guarantees, conditions or warranties as to the accuracy or completeness of the information on the site.

The GBRC will be under no liability whatsoever for loss or damage incurred by users of the website, whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with the use of this website or the use, accessing, downloading or relying on any information, data, software or other materials contained in this website, including, without limitation, as a result of any computer virus.

This does not affect 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.

Requests to Remove Content

In special cases, you can ask for content to be removed from <https://www.gbrc.org.gg/>. For example:

- if it breaches copyright laws;
- contains sensitive personal data; or
- includes material that may be considered obscene or defamatory.

Please contact the GBRC, giving the web address (URL) of the content you'd like removed and reason why. The GBRC will acknowledge your request and let you know what's going to happen.

Unpublishing is at the discretion of the GBRC. This policy doesn't affect your statutory rights to request information, including the Data Protection (Bailiwick of Guernsey) Law 2017.

Changes to Website

We may update and change our site from time to time to reflect changes to our users' needs and the priorities of the GBRC.

Suspension or withdrawal of <https://www.gbrc.org.gg/>

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of <https://www.gbrc.org.gg/> for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

Websites we link to

Where <https://www.gbrc.org.gg/> contains links to other sites and resources provided by third parties, these links are provided for your convenience to provide further information. They do not signify that we endorse the website(s).

We have no responsibility for the content or privacy practices of the linked website(s).

Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including, without limitation, legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Law and Jurisdiction

These terms of use will be governed by and construed in accordance with the laws of Guernsey. Any disputes relating to these terms of use will be subject to the exclusive jurisdiction of the courts of Guernsey.