



## **TERMS AND CONDITIONS OF USE OF OUR WEBSITE**

What's in these terms? These terms tell you the rules for using our website

[www.friendsofdinosaurisle.co.uk/](http://www.friendsofdinosaurisle.co.uk/) (our "Site"). These terms include the following:

- Who we are and how to contact us
- Statutory and regulatory disclosures
- By using our Site you accept these terms
- There are other terms that may apply to you
- We may make changes to these terms
- We may make changes to our Site
- We may suspend or withdraw our Site
- How you may use material on our Site
- Acceptable use of our Site
- Breach of these terms and conditions
- Do not rely on information on our Site
- We are not responsible for websites we link to
- Our responsibility for loss or damage suffered by you
- How we may use your personal information
- We are not responsible for viruses
- Rules about linking to our Site
- Which country's laws apply to any disputes?
- Assignment
- Severability Third party rights
- Entire agreement

### **Who we are and how to contact us**

[www.friendsofdinosaurisle.co.uk/](http://www.friendsofdinosaurisle.co.uk/) is a site operated by THE FRIENDS OF DINOSAUR ISLE CHARITABLE INCORPORATED ORGANISATION ("We"). We are registered in England and Wales under company number 1170688 and have our registered office at Dinosaur Isle Museum, Culver Parade, Sandown, PO36 8QA England. To contact us, please email [friendsofdi2025@gmail.com](mailto:friendsofdi2025@gmail.com) , complete our Site contact form, reach us via social media, or write to us at the address above.

### **Statutory and regulatory disclosures**

We are registered with the Charity Commission; you can find the online version of the register at: <http://apps.charitycommission.gov.uk/showcharity/registerofcharities/RegisterHomePage.aspx> and our registration number is 1170688. We are registered with the Fundraising Regulator and are committed to upholding the terms of the Code of Fundraising Practice and the Fundraising Promise which can be consulted electronically at: <https://www.fundraisingregulator.org.uk/code> .

### **By using our site you accept these terms**

By registering with and/or using our 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 our Site. We recommend that you print a copy of these terms for future reference.

### **There are other terms that may apply to you**

These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our Privacy Policy (including information about cookies on our Site) can be found at [About FODI | Friends of Dinosaur Isle](#)
- If you purchase goods from our Site, our Shop Terms and Conditions will apply to the sales.

### **We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our Site, please check these terms to ensure you understand the terms that apply at that time.

### **We may make changes to our site**

We may update and change our Site from time to time to reflect changes in scientific research, policies, services, goods, user needs and business priorities.

### **We may suspend or withdraw our Site.**

Our Site is made available free of charge. 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.

### **How you may use material on our site**

We, together with our licensors, 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. You may:

- view pages from our Site in a web browser;
- download pages from our Site for caching in a web browser;
- print pages from our Site;
- stream audio and video files from our Site;
- and use our Site services by means of a web browser, subject to the other provisions of these terms and conditions.

Except as expressly permitted under these terms and conditions, you must not download any material from our Site or save any such material to your computer. You may only use our Site for your own personal and educational purposes and you may draw the attention of others within your organisation to content posted on our site. You must not use our Site for any other purposes. You must not edit or otherwise modify any material on our Site. Unless you own or control the relevant rights in the material, you must not:

- re-publish material from our Site (including re-publication on another website);
- sell, rent or sub-license material from our Site;
- show any material from our Site in public;
- exploit material from our Site for a commercial purpose;
- or redistribute material from our Site.

Notwithstanding the above, you may redistribute our news and leaflets in print and electronic form to any person. We reserve the right to restrict access to areas of our Site, or indeed our whole Site, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our Site.

### **Acceptable Use of our Site**

You must not:

- Use our Site in any way or take any action that causes, or may cause, damage to our Site or impairment of the performance, availability or accessibility of our Site;
- Use our Site in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- Use our Site 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;
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Site without our express written consent; Access or otherwise interact with our Site using any robot, spider or other automated means, except for the purpose of search engine indexing;
- Violate the directives set out in the robots.txt file for our Site;
- or Use data collected from our Site for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

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.

You must not use data collected from our Site to contact individuals, companies or other persons or entities.

You must ensure that all the information you supply to us through our Site, or in relation to our Site, is true, accurate, current, complete and non-misleading.

### **Breaches of these terms and conditions**

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- send you one or more formal warnings;
- temporarily suspend your access to our Site;
- permanently prohibit you from accessing our Site;
- block computers using your IP address from accessing our Site;
- contact any or all of your internet service providers and request that they block your access to our Site;

- commence legal action against you, whether for breach of contract or otherwise;
- and/or suspend or delete your account on our Site.

Where we suspend or prohibit or block your access to our Site or a part of our Site, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

### **Do not rely on information on this Site**

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. 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. We are not responsible for websites we link to. Where our Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

### **Our responsibility for loss or damage suffered by you**

If you are a consumer user:

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.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any goods to you, which will be set out in our Shop Terms and Conditions.

Please note that we only provide our Site for domestic and private use. You agree not to use our Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or goodwill.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control. We will not be liable to you in respect of any loss or corruption of any data, database or software unless we have been negligent.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.  
How we may use your personal information

We will only use your personal information as set out in our Privacy Policy. We are not responsible for viruses. We do not guarantee that our Site will be secure or free from bugs or viruses.

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

### **Rules about linking to our site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Site in any website that is not owned by you. Our Site must not

be framed on any other site, nor may you create a link to any part of our Site other than the home page.

### **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 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.

We both agree to the exclusive jurisdiction of the courts of England and Wales.

### **Assignment**

You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions. You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

### **Severability**

If a provision of these terms and conditions 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 of these terms and conditions 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.

### **Third party rights**

A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

### **Entire agreement**

These terms and conditions, together with our Privacy Policy and Cookie Policy, shall constitute the entire agreement between you and us in relation to your use of our Site and shall supersede all previous agreements between you and us in relation to your use of our Site.