WEFO Online Services

Business Party Terms and Conditions

1 Introduction

1.1 The WEFO Online services (the "Services") allow businesses and organisations receiving funding from the Welsh Government in relation to Operations to submit applications for the Services (including, but not limited to, the submission of claims for funding) online, to send information over the Internet, to view records online and generally to interact, share information and conduct business with Welsh Government via the Internet. Additional services and features may be added to the Services in the future.

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

1.3 These terms and conditions ("Terms") set out the terms and conditions on which we will provide the Services to you as a Business Party. By registering to use the Services you are agreeing to be bound by these Terms and in particular you agree and accept the disclaimers and limitations of liability contained in these Terms. ***Please read these Terms carefully before registering to use the Online Services via the Government Gateway website. If you do not wish to be bound by these Terms please do not proceed with the registration process.***

1.4 Please note that individuals using the Services are also bound by the User Terms and Conditions.

2 Definitions

In these Terms:

"Access Credential" means the Government Gateway user name and password created and used by each of the officers or employees of a Business Party or by each Contact acting on behalf of a Business Party;

"AF&M" means Agriculture, Food and Marine

"Business Party" means a business or organisation that has registered to receive the Services in relation to the administration of and activities relating to an Operation or Operations and "Business Parties" shall be construed accordingly;

"Business Party Registration Form" means the registration form completed by a duly authorised representative on your behalf to enable you to be set up as a Business Party and to access the Services;

"Claim" means any claim for funding from Welsh Government submitted by you via the Site; and "Claims" shall be construed accordingly;

"Contact" means a person authorised to access the Services relating to an Operation by a Business Party acting through its eGateway Contact and who will be acting on behalf of that Business Party in submitting information (including, but not limited to, Materials) to Welsh Government;

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

"eGateway Contact" means the person designated by a Business Party as the administrative contact for that Business Party in relation to an Operation or Operations;

"Materials" means materials made available and/or provided by us and accessible as part of the Services including, without limitation, claim forms, registration documents and documentation specific to an Operation or Operations;

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

“Operation” means an operation funded by or receiving funding from Welsh Government; and “Operations” shall be construed accordingly;

“RDP” means “Welsh Government Rural Communities - Rural Development Programme 2014-2020”;

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

“User Terms and Conditions” means the WEFO Online user terms and conditions which apply to each and every User and set out the terms on which individual Users may make use of the Site and the Services;

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

“Welsh Government” for this purpose means the divisions WEFO and AF&M who are distributing funds from the European Structural and Investment Funds;

“you” means you, the Business Party using the Site and accessing the Services in relation to one or more Operations and “your” shall be construed accordingly.

3 Registration

3.1 You must complete the Business Party Registration Form in order to access and use the Services.

3.2 We reserve the right - at our discretion - to reject any Business Party Registration Form. You shall not be accepted as a Business Party or be entitled to access the Services until we notify you of our acceptance of your Business Party Registration Form and confirm your status as a Business Party.

3.3 Upon our acceptance of your Business Party Registration Form we will notify you that you have been approved as a Business Party and supply you with a Business Party ID to identify you as eligible to receive the Services.

3.4 You may appoint Contacts to assist you in relation to your Operation (or Operations). Contacts shall be appointed via your eGateway Contact in accordance with guidance detailed on the Site or otherwise provided to you. Following registration, each Contact will be able to login to access the Services using its Access Credential. You must, via your eGateway Contact, bring the User Terms and Conditions to the attention of every Contact prior to enabling them to access the Services.

3.5 By submitting the Business Party Registration Form 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, at our discretion:

(a) suspend or terminate your registration as a Business Party and/or your ability to access the Services immediately and without any notice to you;

(b) suspend or terminate the registrations of any of your Contacts or your eGateway Contacts and/or their ability to access the Services immediately and without any notice;

(c) where your Contacts or eGateway Contact are also contacts for other Business Parties, cancel their ability to access the Services solely in relation to your Operations.

3.6 In consideration of your being allowed to register to use the Services, you agree:

(a) that your Business Party Registration Form will provide true, accurate, current and complete information about your business or organisation;

(b) you will 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 ensure that your officers and employees keep their 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 your officers and employees access the Services (or any part of them) using Access Credential belonging to those officers or employees. If you suspect that any other person has used or is using another officer's or employee's Access Credential you must notify us immediately.

4.3 You must ensure that you select only those people who are suitably qualified, fit and proper and authorised to access and use the Services in relation to your Operation (or any of them) to act as Contacts. You must appoint Contacts only to the extent required to fulfil the purposes of your Operation (or any of them). The greater the number of Contacts with Access Credential, the greater the risk of misuse.

4.4 You will take all reasonable steps to ensure that no persons, other than those authorised under these Terms, access the Services (or any part of them) using accounts created on your behalf. You shall be ultimately responsible for any misuse of any of the Access Credential relating to any of your Operations and/or any breach of the User Terms and Conditions by any of your officers, employees and/or agents (including but not limited to, your Contacts). If you suspect any such misuse and/or breach has occurred or is occurring you must notify us immediately.

5 Your Obligations

5.1 You shall be responsible for the actions of your officers, employees and/or agents (including, but not limited to, eGateway Contacts and Contacts). Those of your officers, employees and/or agents with Access Credential shall be permitted to search, view, copy, print out and use the content of the Site and to use the Services (including the Materials) on your behalf. You must ensure that such officers, employees and/or agents:

(a) act solely within the remit of their role within or relating to your business or organisation and/or the relevant Operation;

(b) act at all times within your authority;

(c) at all times comply with the User Terms and Conditions;

(d) act in accordance with any guidance issued by Welsh Government from time to time.

5.2 You must not, and must ensure that your officers, employees and/or agents do not, make any part of the Services relating to you or your Operations (or any of them), or any Materials, available to any third party except as permitted under these Terms.

5.3 We recommend that only designated Contacts are authorised by you to submit Claims on your behalf. You are responsible for ensuring that those of your officers, employees and/or agents (including, but not limited to, your Contacts) designated to submit Claims ("Claims Contacts") act at all times within your authority when submitting Claims. You must:

(a) ensure that each and every Claim completed and submitted by your Claims Contacts is completed and submitted in accordance with any Claims guidance issued by Welsh Government from time to time;

(b) ensure that your Claims Contacts exercise all due care, skill and attention in completing and submitting any Claim;

(c) ensure that your Claims Contacts promptly supply any additional information, supporting documentation and/or clarification requested by Welsh Government in relation to a Claim (or, where requested, you shall promptly supply such additional information, supporting documentation and/or clarification);

(d) ensure that your Claims Contacts do not attempt to claim a greater amount of financial support than that permitted under the terms of any funding agreement (whether in total or

relating to a specific period or type of funding) and/or include any ineligible expenditure in any Claim;

(e) adhere to any and all audit requirements relating to the Claims

and you acknowledge and agree that you shall be ultimately responsible for the content and administration of any Claims submitted on your behalf. We reserve the right to alter the Site in the future so that only those Contacts formally nominated by you (and, where relevant, approved by us) will be permitted to submit Claims on your behalf. You will be notified of any such alteration in accordance with these Terms.

5.4 You must not, and must ensure that your officers, employees and/or agents do 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.

5.5 You must exercise all due care and attention when selecting your eGateway Contact and any other Contact to act on your behalf.

5.6 You are responsible for ensuring that your information technology, computer programs, and platform are configured in order to access the Services. Not with standing paragraph 6(c) below, you should use your own virus protection software.

5.7 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;

(d) use the Site to conduct any fraudulent activity;

(e) access or attempt to access accounts belonging to Users (including other Business Parties) without the permission of each such User or Business Party;

(f) interfere with or attempt to interfere with any security measures belonging to or relating to the Site.

5.8 Any materials posted, published or transmitted by you, your officers, employees and/or agents on or through the Site 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.

5.9 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 5.8 above.

5.10 You shall ensure that all and any materials uploaded to the Site on your behalf 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.

5.11 We are not responsible for any material which is written by Users (including other Business Parties) 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.

5.12 You must ensure (and we shall assume) that all and any materials or information uploaded by you (or on your behalf) to the Site as part of the Services 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. You are responsible for all such materials or information. You must ensure that all and any such materials or information are submitted only by persons with the appropriate authority from you to do so.

5.13 Any Materials uploaded on to the Site as part of the Services shall be stored in your online repository for a minimum of 60 days. You are responsible for reviewing all such Materials during this period and informing us of any inaccuracies or omissions. We shall not be liable for any inaccuracies or omissions that have not been notified to us within the required period. Please note that any information provided by you may be packaged by us into documents and made available in your online repositories for further inspection and exception.

5.14 You are responsible for regularly checking these Terms and the Site for any modifications, alterations or updates to the Site, the Content and/or the Services and more generally for keeping up to date with any changes to guidance issued by the Welsh Government which may affect your Operations and/or your use of the Services.

6 Our Obligations

6.1 We will:

(a) exercise reasonable care in compiling and placing Content and Materials 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 supplied by you, your officers, employees or agents.

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 Subject to paragraphs 5 and 7.2, you may use and re-use Crown copyright content on the Site free of charge in any format or medium, in accordance with the terms and conditions of the Open Government Licence [INSERT LINK to https://www.nationalarchives.gov.uk/doc/ open-government-licence/version/3/] provided such content is reproduced accurately and not used in a misleading context. Where any of the Crown copyright material featuring on the Site are being republished or copied to others, the source of the material must be identified and the copyright status acknowledged [by using the following attribution statement [WEFO © Crown copyright 2016] and] including, where possible, a link to the Open Government Licence.

7.2 The permission set out in paragraph 7.1 is subject to clause 5 and does not extend to:

(a) all and any names and logos for "WEFO"; "RDP", the "Welsh European Funding Office", "WEFO Online" and "Welsh Government". The Welsh Ministers own the rights to these. You may use such names and logos only in accordance with the Welsh Government Branding Guidelines and any applicable funding approval terms, or as we may otherwise permit;

(b) images on the Site which may only be used with our express permission;

(c) any database rights in the Services, which shall at all times remain vested in the Welsh Ministers; and

(d) any material on the Site which is identified as being the copyright of a third party. You must obtain permission to use any third party copyright directly from that third party.

7.3 If you become aware of any unauthorised use of the Content or the Services you agree to notify us immediately.

7.4 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

8.1 You warrant that:

(a) you have the requisite right, authority and capacity to use the Site and to be bound by these Terms; and

(b) all information and details provided by you to us (including in your Business Party Registration Form) are true, accurate and up to date in all respects and at all times; and

(c) you will ensure that all data and information submitted on your behalf is submitted by those of your officers, employees or agents possessing the appropriate authority to make such submission and in accordance with any guidance issued by Welsh Government from time to time; and

(d) 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 Materials or the Services 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 (including Business Parties) on the Site. 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 any part thereof will be uninterrupted, reliable or fault free;

(b) the Site and or any software supplied as part of the Services is free of viruses or bugs or that the Site or the servers that make it available are free of viruses or bugs;

(c) any errors in any software supplied as part of the Services will be corrected;

(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;

(b) the results that may be obtained from your use of the Services will be accurate or reliable;

(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, the Materials 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 and/or the Materials (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 (including other Business Parties) 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 or Business Party (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 including, but not limited to, any information uploaded to the Site by your employees and/or agents without your authority.

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 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 liabilities 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

10.1 You agree to indemnify and hold us harmless from any claim or damages (including legal fees in relation to the same) made by a third party 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 Business Party or arising from any breach or suspected breach of these Terms by you or your violation of any law or the rights of any third party.

11 Cancellation of Business Party Registration and Modification, Suspension and Termination of the Services or these Terms

11.1 You may cancel your registration as a Business Party at any time by following the online directions provided by following the link www.gov.wales/funding/eu-funds/wefo-online. Please note that your registration shall not be cancelled until we have inputted certain details onto our internal systems. We shall contact you to confirm that such cancellation has been effective or, if not, where further information is required in order to effect such cancellation.

11.2 We reserve the right at any time without notice to revise, modify, alter or update the Content, the Materials, the Services 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 those revisions. 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 the Services to any User who is in breach of these Terms; and/or

(b) to modify or discontinue, temporarily or permanently, the Services (or any part thereof) or your 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 as a Business Party and/or withdraw your right to use the Materials (or any 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 are in addition and without prejudice to all our other rights and remedies under these Terms or otherwise.

12 Use and Storage

12.1 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 third party 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 and General Data Protection Regulations 2016 (the "Acts"). 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.

14.2 During the registration process or at any subsequent time when you 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 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 Acts 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 The Site stores small text files called "cookies" on your computer or device (e.g. tablet or mobile phone) while you are logged into the Services. These are called "Session Cookies" and contain information to distinguish your identity when you are using the Site and moving from page to page. They are destroyed when you log out or close your browser.

14.6 In addition, the Site uses Google Analytics, a web analytics service provided by Google Inc. ("Google"), to collect information about how you use the Site and/or the Services. We do this to make sure the Site is meeting the needs of its users, and to help make improvements. Google Analytics uses "cookies" and JavaScript code to analyse user activity on websites, these cookies are destroyed in line with the expiry dates shown below in section 14.9.

14.7 The information generated about your use of the Site (including your IP address) will be transmitted to and stored on Google servers in the United States. Google will not associate your IP address with any other personal data previously held and we do not disclose your personal information to them (e.g. your name or address) so this information cannot be used to identify who you are. We also do not allow Google to use or share our analytics data (unless required to do so by law or where such third parties process the information on Google's behalf). By using the Site, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

14.8 Although it is possible to set your browser not to accept cookies, these are necessary to make the Services work and therefore you cannot use the Services without cookies. You can opt out of Google Analytics by downloading and installing the "Google Analytics Opt-out Browser Add-on" tool available from the Google website.

14.9 The cookies used by us on the Site are described below and as defined in the Welsh Government's Website Privacy Policy:

Cookie	Purpose	Expiry
JSESSIONID	Random combination of letters and numbers - used to maintain the current WEFO Online session.	When your browser closes or when logging off
_ga	Used to distinguish users.	2 years
_gat GoogleAnalytics: _utma _utmb _utmc _utmz	Used to throttle request rate. These cookies are used to find out how visitors use the Site. We use the information to help us to improve the Site. The cookies collect information in an anonymous form, including the number of visitors to the Site, whether they have visited before and the pages they visit.	10 minutes [ ]

14.10 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.

14.11 Our security procedures for storing and disclosing customer details conform with the requirements of the Acts. 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.

14.12 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.

14.13 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 Freedom of Information Act 2000 (the "FOIA") and any other relevant legislation. 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 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 FOIA and/or any other statutory requirements.

16 Electronic notifications and signatures

16.1 Users and their organisations acknowledge and accept that:

(a) data sent or received through WEFO Online enjoys legal presumption of the integrity of the data and the accuracy of the date and time of sending or receiving (as indicated by WEFO Online);

(b) a document sent or notified through WEFO Online is considered as equivalent to a paper document, is admissible as evidence in legal proceedings, is deemed original and enjoys legal presumption of its authenticity and integrity, provided it does not contain any dynamic features capable of automatically changing it;

(c) Electronic signatures made by users through WEFO Online have the equivalent legal effect of handwritten signatures.

16.2 Users and their organisations acknowledge and accept that:

(a) any communication or document sent or notified using any type of electronic signature through WEFO Online shall be considered as equivalent to a paper document with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings;

(b) any contract signed using any type of electronic signature through WEFO Online shall be considered as equivalent to a paper contract with a handwritten signature and shall be admissible as evidence in legal proceedings and constitute sufficient evidence in legal proceedings;

(c) they cannot dispute: (i) the existence or validity of any communication, document or contract signed using any type of electronic signature through WEFO Online; or (ii) the admissibility of any communication, document or contract submitted or signed through WEFO Online as evidence in legal proceedings, solely on the basis that such communication, document or contract was submitted electronically through WEFO Online or signed with an electronic signature.

17.1 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.

17.2 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.

17.3 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.

17.4 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.

17.5 These Terms shall govern your access to the Services to the exclusion of any other terms and conditions proffered by you.

17.6 Section headings are included for convenience only and shall not affect the interpretation of these Terms.

17.7 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.

17.8 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.

17.9 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.

18 Feedback and Complaints

18.1 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 using the contact us link on www.gov.wales/funding/eu-funds/wefo-online.