



## Rural Payments Wales Online Services

### Terms and Conditions including Use of Cookies

#### 1. Introduction

- 1.1 The Rural Payments Wales (RPW) Online services (the “Services”) allow RPW customers, their agents and farming unions to: submit applications for scheme payments online, send information over the Internet, view records online and generally interact, share information and conduct business with RPW 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 Government Gateway at the following link: [www.gateway.gov.uk](http://www.gateway.gov.uk) or the Welsh Government website at the following link: [www.wales.gov.uk/rpwonline](http://www.wales.gov.uk/rpwonline) (or such other website address as we may use in the future) (the “Site”).
- 1.3 These terms and conditions (“Terms”) set out how we will provide the Services to you as a customer. 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 using the Online Services. If you do not wish to be bound by these Terms please do not proceed.***
- 1.4 Please note that all individuals using the Services are bound by these Terms.

#### 2. Definitions

- 2.1 In these Terms:

“Access Credentials” means the Government Gateway user name and password created and used by each of the individuals of a Business Party or by each Contact that is acting on behalf of a Business Party;

“Business Party” means a business or organisation that has registered to receive the Services in relation to the administration of and activities relating to that business or organisation’s Claims; and “Business Parties” shall be construed accordingly;

“Claim” means any claim/application for farming subsidy submitted [by a Contact] on a Business Party’s behalf via the Site; and “Claims” shall be construed accordingly;

“Contact” means a person authorised to access the Services by a Business Party and who will be acting on behalf of that Business Party in submitting applications and information to RPW;

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

“Individuals involved in your business” means all those individuals (e.g. partners, employees, etc.) identified by you as members of your business;

“Materials” means materials provided by us, you or your Contacts and accessible as part of the Services including, without limitation, claim forms, registration documents and supporting documentation;

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

“Terms and Conditions” means the terms and conditions which apply to each and every User and govern their use of the Site;

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

“We” and/or “us” and/or “our” means RPW acting on behalf of the Welsh Ministers (together with our employees, agents and contractors);

“You” means you, the Business Party or person using the Site and accessing the Services; and “your” shall be construed accordingly.

### **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. 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 Credentials will be used to verify your identity and to authenticate information you provide. Following registration, you will be able to login using your Access Credentials 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, at our discretion:
- (a) suspend or terminate your registration and/or your ability to access the Services immediately and without any notice to you; and
  - (b) suspend or terminate the registrations of any of your Contacts and/or their ability to access the Services immediately and without any notice; and/or
  - (c) where your Contacts are also contacts for other Business Parties, cancel their ability to access the Services solely in relation to your business.
- 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 and your business or organisation (or where relevant the business or organisation you are acting on behalf of) when prompted by the relevant registration form or any other form/letter we may ask you to complete at any time; and
  - (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 you (and where relevant the individuals involved in your business) keep all Access Credentials secure and take all reasonable steps to safeguard them.
- 4.2 You must take all necessary steps to ensure that no person other than the individuals involved in your business and authorised to access the Services access the Services (or any part of them) using Access Credentials belonging to those individuals. If you suspect that any other person has used or is using such Access Credentials you must notify us immediately.
- 4.3 You must ensure that you select only those people who are suitably qualified, fit and authorised to access and to use the Services in relation to your business to act as Contacts. You must appoint Contacts only to the extent required to fulfil the purposes of your business. The greater the number of Contacts with Access Credentials, 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 Credentials relating to your business and/or any breach of the User Terms and Conditions by any of the individuals involved in your business 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.
- 4.5 If at any time your authority or right to use the Services, including 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**

- 5.1 You shall be responsible for your actions and/or the actions of the individuals involved in your business and/or agents (including, but not limited to, Contacts). Those individuals involved in your business and/or agents with Access Credentials 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 individuals involved in your business and/or agents:
- (a) act solely within the remit of their role within or relating to your business or organisation; and
  - (b) act at all times within your authority; and
  - (c) at all times comply with the User Terms and Conditions; and
  - (d) act in accordance with any guidance issued by RPW from time to time.
- 5.2 You must ensure that you or, where individuals are acting on your behalf, those individuals involved in your business and/or agents do not make any part of the Services relating to you or your business, 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. Where this applies, you are responsible for ensuring that those individuals involved in your business and/or agents (including, but not limited to, your Contacts) designated to submit Claims act at all times within your authority when submitting Claims. You must:

- (a) ensure that each and every Claim completed and submitted by your Contacts is completed and submitted in accordance with any Claims guidance issued by RPW; and
- (b) ensure that your Contacts exercise all due care, skill and attention in completing and submitting any Claim, ensuring the accuracy of information provided; and
- (c) ensure that your Contacts promptly supply any additional information, supporting documentation and/or clarification requested by RPW in relation to a Claim (or, where requested, you shall promptly supply such additional information, supporting documentation and/or clarification); and
- (d) adhere to any and all audit requirements relating to the Claims.

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 ensure that you or, where individuals are acting on your behalf, those individuals involved in your business 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 any Contacts 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. Notwithstanding paragraph 6.1 (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, individuals involved in your business 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 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.

5.11 You must ensure (and we shall assume) that all and any Materials or information uploaded by you (or on your behalf) on 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.

5.12 Any Materials uploaded on to the Site as part of the Services shall be stored in your online repository. You are responsible for reviewing all such Materials and informing us of any inaccuracies or omissions. Any correction of inaccuracies or omissions to individual claims will be subject to the specific scheme rules for those individual claims. We shall **not** be liable for any inaccuracies or omissions that have not been notified to us within the specific scheme's required period.

## **6 Our Obligations**

6.1 We will exercise all reasonable care and efforts when:

- (a) compiling and placing Content on the Site;
- (b) making the Site available;
- (c) trying to ensure that any software and data files supplied to you as part of the Services are virus-free;
- (d) trying 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) securing any personal data supplied by you, individuals involved in your business or agents.

But give no warranty above those matters or the services generally.

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, and where individuals are acting on your behalf those individuals, 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 “RPW”, “Rural Payments Wales”, “Rural Payments Wales Online” and “Welsh Government”. You may use these names and logos only in accordance with any applicable claim terms or as we otherwise permit.
- 7.3 The Content and the Materials are subject to Crown copyright protection. They may be reproduced free of charge in any format or medium provided that they are reproduced accurately and not used in a misleading context. Where the Content or Materials are being republished or copied to others, the source of these Materials must be identified and the copyright status acknowledged. The permission to reproduce Crown protected Material does not extend to any Material on this site which is identified as being the copyright of a third party and authorisation to reproduce such Material must be obtained from the copyright holders concerned.
- 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 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 ensure that all data and information submitted on your behalf is submitted by those individuals involved in your business or agents possessing the appropriate authority to make such submission and in accordance with any guidance issued by RPW 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 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 results that may be obtained from your use of the Services will be accurate or reliable; or
  - (b) the quality of any products, services, information or other Materials (including the Materials) obtained by you through the Services will meet your expectations.
- 9.3 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.
- 9.4 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.**

- 9.5 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 individuals involved in your business and/or agents without your authority.
- 9.6 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.**
- 9.7 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.
- 9.8 Each of the above exclusions and/or limitations on liability shall be construed as a separate and severable provision of these Terms.
- 9.9 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 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 third party.

## **11 Use, Modification, Suspension and Termination of the Services**

- 11.1 You may cancel your registration at any time by following the directions provided on the Site.

- 11.2 We reserve the right at any time and from time to time at 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 and/or withdraw your right to use the Services and/or Materials (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.

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

11.4 We reserve the right at any time without notice to revise, modify, alter or update the Site, 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.

## **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 (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 and 16 below) or as required by our internal policies. The Welsh Government is registered as a data controller with the Information Commissioner under number Z7107446. For more information please refer to the Welsh Government’s Code of Practice on Access to Information available at [www.wales.gov.uk/publications](http://www.wales.gov.uk/publications).
- 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, individuals involved in your business and/or agents, such as your names, e-mail addresses, home addresses and contact telephone numbers. We may use information we have collected for improving and running the Site, correspondence with you and your Contacts, providing usage statistics, for Welsh Government and/or European funding reporting purposes and for any other purpose to which you consent. By disclosing personal information to us, you, individuals involved in your business, agents and/or Contacts consent to the collection, storage and processing of 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 RPW Online stores small text files called “cookies” on your computer or device (e.g. tablet or mobile phone) while you are logged into the service. These are called “Session Cookies” and contain information to let RPW Online 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.

In addition , RPW Online uses Google Analytics, a web analytics service provided by Google Inc (“Google”), to collect information about how you use RPW Online. 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 14.6.

The information generated about your use of the website (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 this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

14.6 Although it is possible to set your browser not to accept cookies, these are necessary to make RPW Online work and therefore you cannot use RPW Online 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.

14.7 RPW Online uses the Government Gateway for you to maintain your security details and log in, it also uses cookies and these are described in the [Government Gateway Privacy Policy](#).

14.8 The cookies used by RPW Online are described below:

<b>Cookie</b>	<b>Purpose</b>	<b>Expiry</b>
JSESSIONID	Random combination of letters and numbers - used to maintain the current RPW Online session.	When your browser closes or when logging off
WasSamlSpReqURL	A web address (URL) indicating where the browser should be directed when the user has successfully logged in.	When your browser closes or when logging off
LtpaToken2	Contains a value used by RPW Online to maintain the session.	When your browser closes or when logging off
_utma	Determines the number of individual visitors to RPW Online	2 years
_utmb	This works with _utmc to calculate the average length of time you spend on RPW Online.	30 minutes
_utmc	This works with _utmb to calculate when you close your browser.	When you close your browser
_utmz	This provides information about how you reached RPW Online ( e.g. from another website or a search engine)	6 months

14.9 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.

14.10 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.

14.11 Except where we are required by law (including European Union law) to disclose your information and subject to the provisions of paragraphs 15 and 16 below, we will only pass your information to third parties with your consent.

14.12 Individuals involved in your business, agents 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 Data Disclosure & Sharing Personal Data**

15.1 Data Protection Act 1998: Privacy Notice. This notice informs you about the Welsh Government's use of the information provided on the Single Application Form (SAF), Glastir Application Form or any other document used in connection with your applications for aid under the Common Agricultural Policy direct payment and Rural Development Agri-environment and Forestry Schemes, application for entry into the Glastir schemes, or which is created or obtained in connection with such applications. The Welsh Government's use of the information will include sharing some information with other agencies and public bodies, and making some information available to the public.

15.2 The information will be processed and managed by the Welsh Government in accordance with its obligations and duties under the following European Regulations:

- (a) Council Regulation (EC) No 1290/2005
- (b) Council Regulation (EC) No 73/2009
- (c) Commission Regulation (EC) No 1120/2009
- (d) Commission Regulation (EC) No 1121/2009
- (e) Commission Regulation (EC) No 1122/2009
- (f) Council Regulations (EC) No 1257/1999 and (EC) No 1698/2005
- (g) Commission Regulation (EC) No 1974/2006
- (h) Commission Regulation (EC) No 65/2011.

15.3 The information will primarily be used for the purposes of processing and determining applications. However, the Welsh Government (or its agents) may also make use of the information supplied for other

purposes, which will include those connected with its functions and duties under the Common Agricultural Policy of the European Community and with its statutory environmental obligations.

15.4 EU legislation states that scheme eligibility will be dependent, among other things, on meeting the requirements of Cross Compliance. Cross Compliance means that all farming activities must comply with rules provided for in 18 existing EC Directives. The agencies currently involved in enforcing these directives and with whom the Welsh Government may share information are:

- (a) Environment Agency Wales
- (b) Countryside Council for Wales
- (c) Animal Health and Veterinary Laboratories Agency
- (d) Veterinary Medicine Directorate
- (e) 22 Welsh Local Authorities
- (f) Food Standards Agency Wales
- (g) DEFRA
- (h) Other UK Government Agriculture Offices
- (i) Forestry Commission.

15.5 Articles 8 (a) and (e) of European Commission Regulation (EC) No 1122/2009, expressly provide for the establishment of a system of effective control on Cross Compliance, which involves the sharing of necessary information between the paying agencies and the competent control authorities.

15.6 In particular, the information may be used for the following:

- (a) Cross Compliance and cross checking between partner organisations to prevent breaches of the schemes each administer
- (b) Administering IACS, Glastir, SPS and other schemes claimed
- (c) The production and publication of maps
- (d) Compilation of reports of aggregated data to be made publically available, via the Welsh Government Internet pages
- (e) Preparation of summary statistical analyses (from which individuals cannot be identified)
- (f) Informing decisions relating to policy changes and funding

- (g) Identification of landowners/users in events of emergencies, e.g. disease control and breach control
- (h) Protecting applicant's interest in land conservation and issues that may arise due to funding queries
- (i) Allowing partner organisations to fulfil their legal duties
- (j) Disclosure to regulatory authorities, such as HM Revenue and Customs and the police, where it is in the public interest to do so
- (k) Publication of certain information and responding to requests for information.

15.7 Your information, including your personal information, may be the subject of a request by another member of the public. When responding to such requests the Welsh Government may be required to release information, including your personal information. Its response to such requests will be in accordance with the Welsh Government's Code of Practice on Access to Information.

15.8 The Code is published on the Internet at:  
[www.wales.gov.uk/publications](http://www.wales.gov.uk/publications)

## **16 Freedom of Information**

16.1 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.

16.2 We will normally consult you, should we receive a request for the information you have provided.

16.3 Notwithstanding the provisions of 16.1 and 16.2 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.

16.4 For further information regarding the publication and disclosure of information and your rights under the Data Protection Act 1998, the Freedom of Information Act 2000 and the Welsh Government's Code of Practice on Access to Information see individual scheme guidance as published on the Internet.

## **17 General**

- 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 or any Content 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 applicable to you, individuals involved in your business and/or agents, 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 (or any individuals involved in your business and/or agents).
- 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 email, SMS text or standard mail. We may also provide notices of changes to these 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.
- 17.10 We cannot guarantee RPW Online access at all times, and also do not store documents indefinitely. Therefore we recommend you continue with your current record keeping practice and keep copies of all records of any correspondence to or from us. The RPW Online system does not replace the need for you to keep your own records.

## **18 Feedback and Complaints**

- 18.1 If you have any complaints about another Business Party or User or any aspect of the Site or the Services, or if you have any questions or would

like to provide other feedback, then you can contact us by following the procedures detailed on our helpdesk page at [www.wales.gov.uk/rpwnline](http://www.wales.gov.uk/rpwnline).