

WEBSITE TERMS AND CONDITIONS

Last updated on: 9th September 2024

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR WEBSITES

These terms set out the terms and conditions which apply to your use of our websites, located at:

- www.organicherd.co.uk;
- Omsco (organicherd.co.uk) (the “**Member Portal**”);
- <https://britishorganicdairyco.com/>
- <https://grassrootsdairy.co.uk/>; and
- <https://kingdomcheddar.com/>

, each a “**Site**” and together, the “**Sites**”).

Save for the Member Portal, the Sites are operated by Organic Milk Suppliers Co-Operative Limited, a company registered in England and Wales under company number 03388324 and trading as Organic Herd, whose registered office is at 501 Parkway, Worle, Weston-Super-Mare, Somerset, BS22 6WA (“**Organic Herd**”).

The Member Portal is operated by OMSCO Group Limited, a company registered in England and Wales under company number 12585901, whose registered office is at 501 Parkway, Worle, Weston-Super-Mare, Somerset, BS22 6WA (“**Omsco**”).

References in these terms to “**we**”, “**us**” and “**our**” includes Organic Herd and Omsco, unless otherwise stated. To contact us, please use the contact details set out at the bottom of this page.

By using the Sites, you confirm that you accept these terms and agree to be bound by them. You must not use the Sites if you do not agree to be legally bound by these terms. We recommend that you print a copy of these terms for future reference. Your continued use of any of the Sites will be deemed as your acceptance by you of these terms.

The following terms also apply to your use of the Sites:

- Privacy and Cookies Policy <https://organicherd.co.uk/privacy-and-cookie-policy/> which sets out how we collect, use, process and store data about you on our Sites and detailed information about the cookies we use on our Sites.

Please refer to our Privacy and Cookie Policy displayed on our Sites for further information on how we process your personal information and our use of cookies and other similar technologies.

USE OF THIS SITE

Organic Herd grants you a limited, non-exclusive, non-transferable, non-sublicensable right to remotely access and use the Sites as it is made available to you solely for your personal use and subject to your compliance with these terms.

We reserve the right to modify, suspend, remove, or withdraw access to, part or all of the Sites at any time, for business and operational reasons including but not limited to the following reasons:

- to repair, update and maintain the Sites;
- if we have concerns about the security of the Sites;

- if we believe your use of the Sites violate any of these terms; and/or
- if we are prevented from providing the Sites for any reason beyond our reasonable control.

We accept no liability in connection with any such modification, suspension, removal or withdrawal. We will try to give you reasonable notice of any suspension or withdrawal where practicable.

We do not guarantee that our Sites, or any content on the Sites, will always be available or be uninterrupted. We shall not be liable to you in any way in the event the Sites or any part of either of them is unavailable or inaccessible at any time. We shall not be liable to you in the event you are unable to access or use the Sites.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of service and other applicable terms of service, and that they comply with them.

Should you wish to use the Sites then it is your responsibility to put in place the necessary requirements to allow you to access and use the Sites in accordance with these terms.

ACCEPTABLE USE

In using the Sites, you shall not:

- use it or any of its content in any way that breaches or infringes any applicable local, national or international law or regulation;
- use it or any of its content for any purposes which are unlawful, would cause harm or distress to another person or would cause damage to our business or reputation;
- access, store, distribute, upload or transmit any material that:
 - a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or offensive;
 - b) infringes any copyright or other intellectual property right of a third party;
 - c) facilitates illegal activity;
 - d) depicts sexually explicit images;
 - e) promotes unlawful violence;
 - f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - g) in a manner that otherwise causes damage or injury to any person or property;
- attempt to obtain or assist any third parties (save for Permitted Users) in obtaining any unauthorised access to, or use of, the Sites and you must promptly notify us in writing in the event of any such unauthorised access or use;
- conduct, facilitate or permit any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Sites without our express written consent;
- use data collected from the Sites to contact individuals, companies or other organisations (for any reason); or
- use data collected from the Sites for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing);
- attempt any of the above; or
- authorise or permit any third party including a Permitted User (as defined below), whether acting on your behalf or not, to do any of the above.

UPLOADING CONTENT TO OUR MEMBER PORTAL

Whenever you make use of a feature that allows you to upload content to the Member Portal, you must comply with the acceptable use terms set out above.

You warrant that any such contribution complies with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

We will consider any content you upload to the Member Portal to be owned by you, and you are required to grant us a limited licence to use, store and copy that content. The rights you license to us are described below in the section headed "Customer Data".

We have the right to remove any content you upload to the Sites if, in our opinion, your uploaded content does not comply with the acceptable use terms set out above.

If you wish to contact us in relation to content you have uploaded to the Sites and that we have taken down, please contact members@organicherd.co.uk.

CUSTOMER DATA

You own all right, title, and interest in any electronic data or information input into the Member Portal by you or on your behalf ("**Customer Data**"). Customer Data may include information, comments, photographs, feedback, data, documents, responses to questionnaires or surveys and any other materials you submit, post, upload or otherwise provide to us at your choice.

You hereby grant to Organic Herd and its authorised representatives and affiliates, a worldwide, royalty-free, perpetual, non-exclusive, irrevocable, sublicensable and transferable licence to use the Customer Data for the purpose of providing the Member Portal to you, and fulfilling our other obligations, exercising our rights under these terms or any other agreement we have with you and for our own internal business purposes.

On termination of your Member Portal account, whether by you or us or following a period of inactivity whereby you do not connect to the Member Portal for 6 months, we shall have the right to erase any Customer Data we hold without liability to you or any other person.

OUR DATA

Organic Herd shall retain ownership of any content, data, or information that is in the Member Portal platform (save for the Customer Data). This may include business updates, event information, milk pricing and financial documents, staff contacts, representative contact details, haulier contact details and other information inputted by us. Organic Herd grants you a non-exclusive, royalty-free, perpetual right and licence to use such content and data solely for your own internal business purposes and in relation to your use of or access to the Member Portal.

YOU MUST KEEP YOUR MEMBER-ONLY PORTAL ACCOUNT DETAILS SAFE

To access our Member Portal, you may be provided with a user ID, password and/or any other piece of information (together, your "**Account Details**") as part of our security procedures. We will treat anyone who uses your Account Details as you. You must treat such information as confidential and must not disclose it to any third party except as provided for below.

You may permit your employees and independent contractors to access and use the Member Portal on your behalf in accordance with these terms (each being a "**Permitted User**"), provided that you acknowledge and agree that you will be liable for the acts and omissions of all Permitted Users to the extent of any such acts or omissions, if performed by you would constitute a breach of, or otherwise give rise to liability to you under these terms. You acknowledge and agree that you are responsible for each Permitted User's compliance with these terms. You shall ensure that any Permitted User treats the Account Details as confidential and must not disclose it to any third party.

We have the right to disable any Account Details, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these terms and conditions.

You will prevent unauthorised access to, or use of, the Member Portal and shall notify us promptly of any unauthorised use. If you know or suspect that anyone other than you or a Permitted User, knows your Account Details, you must promptly notify us at members@organicherd.co.uk.

INTELLECTUAL PROPERTY RIGHTS

All content displayed on the Sites belongs to us (except the Customer Data) and all intellectual property rights in the Sites, and in the content published on it are owned by or are licensed to us. All such rights are reserved.

You must not copy, modify, share, repost, reproduce, create derivative works from and/or distribute any content from the Sites and/or use any such content for commercial purposes without first obtaining our prior written approval or a license (where applicable).

You must not download or print any content from the Sites unless such content is explicitly marked as suitable for download/print and provided that this is for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

If you print off, copy, download, share or repost any part of our Sites in breach of these terms, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms of service).

INFORMATION ON THE SITES

The content on the Sites 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 the Sites.

Although we make reasonable efforts to update the information on the Sites, we make no representations, warranties or guarantees, whether express or implied, that the content on the Sites is accurate, complete or up to date.

LINKS TO OUR WEBSITE

You may link to our homepage on the Sites provided that 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 the Sites in any website that is not owned by you.

The Sites 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.

We reserve the right to withdraw linking permission without notice. In the event that we exercise our discretion to withdraw such permission then, upon request, you agree to immediately remove any links to the Sites.

The website in which you are linking must comply in all respects with the content standards and acceptable use terms as set out in these terms and conditions.

If you wish to link to or make any use of content on the Sites other than that set out above, please contact members@organicherd.co.uk.

WEBSITES WE LINK TO

We are not responsible for websites we link or refer to. Where the Sites contain 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.

We have no control over the content or resources produced and we do not assume any responsibility or liability for any consent, opinions or material made available on them, including any loss or damage that arise from your use of them.

VIRUSES

We do not guarantee that the Sites will be secure or free from bugs, viruses or other malware.

You are responsible for configuring your information technology, computer programs and platform to access the Sites. You should use your own virus protection software.

You must not misuse the Sites by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful or otherwise harmfully interacting with the Sites or any part of them.

You must not attempt to gain unauthorised access to the Member Portal, the server on which the Sites is stored or any server, computer or database connected to the Sites or any other equipment or network connected with the Sites. You must not interfere with, damage or disrupt any software used in the provision of the Sites or any equipment or network or software owned or used by any third party on which the Sites rely in any way. You must not attack the Sites 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 each of the Sites will cease immediately.

RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

If you are a business user:

We exclude all implied conditions, warranties, representations or other terms that may apply to the Sites or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising in connection with:

- the use of, or inability to use, the Sites; or
- the use of or reliance on any content displayed on the Sites; or

- a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Sites or to your downloading of any content on it, or on any website linked to it.

In particular, we will not be liable for any:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation;
- loss or corruption of data, information or software;
- claims by third parties; or
- indirect or consequential loss or damage.

If you are a consumer:

- We only provide the Sites for domestic and private use. You agree not to use our Sites for any commercial or business purposes and will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

Whether you are a business user or a consumer:

Nothing in these terms and conditions excludes or limits our liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation by us; or (iii) any other liability that cannot be excluded or limited by applicable law.

ADDITIONAL TERMS RELATING TO MEMBER PORTAL

These terms will commence on the date you first accept them and shall continue until terminated in accordance with these terms or until either of us cancels your Member Portal account (the '**Term**').

We reserve the right to suspend, withdraw or terminate your use of the Member Portal without notice either temporarily or permanently, including for, but not limited to, the following reasons:

- a) if we suspect that your Account Details has been compromised or used fraudulently or in any other unauthorised way;
- b) if we believe you, your data or your use of the Member Portal violate any of these terms;
- c) to fulfil a legal obligation;
- d) if we are prevented from providing the Member Portal for any reason beyond our reasonable control; or
- e) for any other reason at our absolute discretion.

We will endeavour to notify you that your Member Portal account or use has been terminated or suspended, unless you have repeatedly violated these terms, providing notice would compromise our security measures or we have legal or regulatory reasons which prevent us from notifying you.

You may request the reactivation of your Member Portal account following a suspension, cancellation or termination, but we are under no obligation to fulfil your request.

Upon termination or expiry of your Member Portal account for any reason, your rights granted by these terms will immediately terminate and you shall immediately stop accessing or otherwise using the Member Portal. These terms will remain in effect even after your use of, or access to, the Member Portal ends.

Suspension

If we reasonably suspect that you are in breach of these terms and conditions, we reserve the right, without liability to you and without prejudice to our other rights, to:

- send you one or more formal warnings;
- temporarily suspend your access to the Sites and/or your Member Portal account;
- permanently prohibit you from accessing the Sites and/or your Member Portal account;
- block computers using your IP address from accessing the Sites and/or your Member Portal account;
- contact your internet services provider and request that they block your access to the Sites and/or your Member Portal account;
- bring court proceedings against you for breach of contract or otherwise; and/or
- suspend your access to the Sites and/or delete your Member Portal account.

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

Support

For the duration of the Term, we shall use reasonable efforts to make the Member Portal available to you without significant interruption or material differences from its usual and expected capabilities (an '**Error**'). If the Member Portal experiences material Errors that are due to events beyond our control, then we shall use reasonable efforts to restore the intended functionality of the Member Portal as soon as is reasonably possible.

Cancelling your account

You may cancel your Member Portal account with us by contacting us via email: members@organicherd.co.uk.

We may cancel your Member Portal account with us, without cause, by giving you 30 days' written notice of cancellation.

TRANSFER OF TERMS

We may transfer our rights and obligations under these terms and conditions to another organisation but this will not affect your rights. We will endeavour to notify you in writing, by e-mail or by posting on the relevant Sites or Member Portal as appropriate if this happens.

CHANGES AND UPDATES

We may amend these terms from time to time. Please check these terms for any updates each time you wish to use our Sites to ensure you are aware of the terms that apply at that time. The date specified at the top of these terms indicate when these were last updated.

We may update the Sites from time to time. We will endeavour to give you reasonable notice of any major changes but we reserve the right to make changes as and when necessary without providing notice.

GOVERNING LAW AND JURISDICTION

If you are a consumer, please note that these terms of service, their subject matter and their formation, are governed by English law. 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 a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms and conditions, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law and both we and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

CONTACT US

Should you have any questions regarding the Sites or these terms and conditions, please contact us via email: members@organicherd.co.uk.