

Terms & Conditions for Use of the Website

1. For the purpose of these Terms and Conditions, "Publisher" means BirthIndex.co.uk; "Website" means the website of BirthIndex.co.uk; and "User" means the party accessing the Website.
2. By accessing any part of the Website, the User agrees to be bound by these Terms and Conditions.
3. The Publisher will endeavour to provide uninterrupted access to the Website, but makes no guarantee of this and accepts no liability for any interruption or delay.
4. Use of the Website is at the User's own risk. The Publisher gives no guarantee that either the Website or the computer server(s) from which it is made available is free of viruses or other harmful components.
5. The User may download, make copies of and print extracts from material on the Website, provided it is for his/her own personal and non-commercial use only. The User may not reproduce any part of the Website to transmit to any other website, nor disseminate material from the Website in any form other than that in which it was originally published, without the express prior written permission of the publisher.
6. The User may not use the Website for any purpose which is prohibited by law in England and Wales; nor, if the Website is accessed from outside England and Wales, for any purpose which is unlawful in the jurisdiction from which access is made.
7. The User may not use the Website in a manner which impairs its operation; nor use any automated means (including, without limitation, robots, agents or spiders) to monitor or copy parts of the Website.
8. The User may not use material from the Website to create or amend his/her own databases, records or mailing lists, or those of a third party.
9. The User may not use the Website for any purpose that is (in the Publisher's reasonable opinion) harmful, abusive, defamatory, threatening, obscene or invasive of the rights or privacy of any third party.
10. The Publisher will take all reasonable care to ensure that the information provided on the Website is accurate, but accepts no liability for any errors or omissions. The Publisher is not an agent for and does not vouch for those persons and organisations referred to on the Website; nor does it offer any warranty regarding quality or suitability of products and services.
11. In respect of advertising material submitted by third parties, individual advertisers are solely responsible for the content of advertisements. The Publisher accepts no liability for the content of advertisements, including (without limitation) any error, inaccuracy or omission contained therein.
12. In no event shall the Publisher or the Publisher's personnel have any liability, whether in contract, tort or otherwise, for any indirect or consequential loss or damage suffered by the User, including (without limitation) loss of profit, business opportunities or data, or damage to reputation or goodwill, arising from: use of or reliance on the Website; inability to access the Website; or omissions or inaccuracies in the information displayed on the Website.
13. The Publisher reserves the right to change these Terms and Conditions at any time without notice.
14. These Terms and Conditions shall be governed by the laws of England and Wales, and the User agrees to submit to the exclusive/non-exclusive jurisdiction of the English courts with regard to all disputes and claims in connection therewith. Should any provision contained in these Terms and Conditions be determined by a court of competent jurisdiction to be illegal or unenforceable, that provision shall be removed and the remaining provisions continue to be in force.

Data Protection

If the User registers with the Website, his/her personal details will be held on a database for the sole use of BirthIndex.co.uk. From time to time, he/she may receive direct marketing information from BirthIndex.co.uk. If

the User does not wish to receive direct marketing material, he/she should notify BirthIndex.co.uk and his/her details will be removed from the database as soon as is reasonably practicable.