



# Farm Carbon Toolkit Terms and Conditions

## What's covered in these terms

These Terms and Conditions ("Agreement") set out what you can expect from us as you use the Farm Carbon Toolkit<sup>1</sup> (FCT) website and our services, and what we expect from you. They reflect the way that FCT works and the laws that apply to our organisation. As a result, this Agreement helps define our relationship with you as you interact with our services. For example, it includes the following topics:

- What you can expect from us, which describes how we provide and develop our website, which includes the online toolkit and Farm Carbon Calculator;
- What we expect from you, which establishes certain rules for using our services
- In case of problems or disagreements, what legal rights you have and what to expect if you violate this Agreement.

Understanding this Agreement is important because, to use our services, you must accept this Agreement.

Besides this Agreement, we also publish a [Privacy Policy](#). Although it's not part of this Agreement, we encourage you to read it to better understand how you can update, manage, export and delete your information.

## 1. Version

These Terms and Conditions were last updated on 12 August 2021.

## 2. Acceptance of these terms

By using our website and services, you agree to all of the Terms and Conditions. If you do not agree to abide by this Agreement, you are not authorised to access or use our services.

## 3. Limitation on liability

FCT accepts no liability for anything on its website, the Farm Carbon Calculator ('the Calculator') or any publications produced. Although our website may link to other resources (such as websites, mobile

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<sup>1</sup> The Farm Carbon Toolkit is the trading name for the The Farm Carbon-Cutting Toolkit Community Interest Company, a registered Community Interest Company, no. 07220963.

applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein.

The advice offered on this website aims to support a transition towards low-carbon, sustainable farming and food production. We strive for all statements made to be based on published data and case studies and these are to our best knowledge, correct at the time of writing. No guarantee or warranty is made, expressed or implied, concerning agricultural performance as a result of using such advice.

### **3.1 Farm Carbon Calculator Disclaimer**

FCT are not responsible for the effect that any errors in calculations or within the original data used may have on organisations or individuals. We strive to update the Calculator periodically according to the latest science and development work by the Calculator development team.

FCT does not accept any responsibility for loss occasioned to any person or organisation acting, or refraining from action, as a result of any material in the product.

## **4. Accounts & Account Security**

If you create an account to use the Farm Carbon Calculator, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it.

We may, but have no obligation to, monitor and review new accounts. Providing false contact information may result in the termination of your account. You must immediately notify us of any unauthorised uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

## **5. Free use of the Farm Carbon Calculator**

Anyone is welcome to use the Calculator for free provided they do so on a directly **non-commercial basis**. Examples of this would be farmers and growers using it to understand and improve the carbon footprint of their business. For commercial users, such as consultants, please see below.

The Calculator can be accessed via our website [www.farmcarbontoolkit.org.uk](http://www.farmcarbontoolkit.org.uk). You are permitted to download results and can access your account at any time to review past calculations, make amendments or use the Calculator for research. However, you are not permitted to make your results public, or use them for marketing purposes, without acknowledging the Farm Carbon Calculator.

Any claims made regarding the carbon credentials of your farm, products or business are made entirely at your own risk and should be made clear with the provisos stated in these Terms and Conditions. It is the user's responsibility to check their calculations have been performed correctly.

The Calculator is currently designed for UK users, but can be used by anyone, with the understanding of the geographical restrictions. We acknowledge what is not included in the Calculator (listed [here](#)) and always

welcome feedback to improve in the future. We are updating the Calculator on at least an annual basis, to reflect changes and improvements in research.

## 6. Commercial Users of the Calculator

Consultants and other users who are using the Calculator for profitable purposes are required to purchase an annual license from us and are **not** able to use the Calculator for free. Details about the packages for consultants are available on request, please email: [calculator@farmcarbontoolkit.org.uk](mailto:calculator@farmcarbontoolkit.org.uk).

If any consultants or other for-profit users are found to be using the Calculator for profitable purposes, FCT will at first attempt to engage with the company or individual to pursue relevant legal fees. If that route is not successful, and as a last resort, FCT will pursue legal action to recover costs and for breach of these Terms and Conditions.

## 7. Accuracy of Results from the Farm Carbon Calculator

FCT makes every effort to ensure that the Calculator is as accurate as possible. The functionality and algorithms have been scrutinised and tested thoroughly. However, please note that the results of the Calculator can have an inherent degree of inaccuracy due to the following variables:

- The quality and accuracy of users' data, including the level of completeness;
- The variable nature and system complexity related to biological emissions and sequestration, in particular, from livestock, soils, and perennial crops. This is reflected in the 'Confidence level' column in the Full Results table of each report.

## 8. Data Privacy and GDPR

Visitors to our website may register to use our services, attend events, make a purchase, join a community or upload/download information. When you register, you may provide personal information such as your name, address, email, telephone number and other relevant information. Users of the Farm Carbon Calculator will provide various data related to their farming operation.

FCT is compliant with GDPR regulations that protect your data and rights. Further information on this can be found in our [Privacy Notice](#). This describes the types of data we collect, for what purposes we collect it, and how it is used.

Please note that users of the Farm Carbon Calculator enter data that we store and process on secure servers. FCT is committed to maintaining the trust and confidence of all visitors to our website and users of our Calculator. We do not share any user data from the Farm Carbon Calculator that can be linked to an individual user or their business. Aggregated and anonymised data may be used by FCT for education, research, promotion and funder monitoring purposes without identifying individual farms. This database may be used to support FCT's objective to further the understanding of greenhouse gas emissions in agriculture. This is explained further in our [Privacy Notice](#).

### 8.1 Email Newsletter

When you create an account for the Calculator, you are given an option to opt-in to the FCT Email Newsletter. Website users may also opt-in to our Email Newsletter from other pages on the website. We use [Mailchimp](#) to store subscriber contact information and users can opt-out at any time, following the link at

the bottom of any email newsletter. The email newsletter is intended to periodically share news, events and insights related to the Farm Carbon Toolkit and the Farm Carbon Calculator.

We will also send you a direct reminder email a year after completing your previous carbon report, so you can complete reports on an annual basis.

We will not share your personal data with any third party under any circumstances, without your express prior permission.

## **9. Cookie Policy**

This site uses cookies. A cookie is a small text based file given to you by a visited website that helps identify you to that site.

Cookies are used to facilitate your visit as you navigate different pages on a website or return to the website at a later time. For example, cookies can help to save your login information and your screen display choices.

Only functional cookies (which improve visitor experience and help visitors) operate on the site. No advanced cookies run on the site and identifiable visitor details are not stored by the site. You will be asked to accept or decline cookies when visiting our website. If you reject cookies then please be aware that this may disable some of the functionality on our website.

## **10. Embedded content from other websites**

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

## **11. Third Party Policies**

Related services and offerings linked to or from this website have their own privacy statements that can be viewed by clicking on the corresponding links within each respective website. Since we do not have control over the policies or practices of participating merchants and other third parties, we are not responsible for the privacy practices or contents of those sites. We recommend you review their policies before you provide any personal information or complete any transaction with them.

If you are unsure of any of this information or would like to know more, please contact us. If you do not wish to receive cookies from our site, please alter your computer cookie settings to disallow them or do not use our website.

## **12. Contact**

If you have any questions, concerns or complaints regarding these Terms and Conditions, please contact us: [info@farmcarbontoolkit.org.uk](mailto:info@farmcarbontoolkit.org.uk).