

SECTION 1 WEBSITE TERMS AND CONDITIONS

This website www.manufacturingsolutions.ie (the “**Website**”) is operated by The Gauge & Tool Makers' Association, a company registered in England and Wales (“**We**”, “**us**”, “**our**”, etc.).

Our company details are as follows:

Company number: 00375508

VAT Number: 239166252

Main Trading Address: Manufacturing Resource Centre, Adams Way, Springfield Business Park, Alcester, Warwickshire, B49 6PU

We are a UK-based trade association representing leading companies in precision engineering, rapid product development, toolmaking, tooling technologies, metrology and other critical manufacturing related products and services.

These terms of use (the “**Terms of Use**”) (together with the documents referred to in them) set out the terms on which you may make use of the Website.

Our privacy policy, which can be found in **Section 2** (the “**Privacy Policy**”) sets out what information we collect from you through the Website and how we use that information.

The Website also uses cookies. Details of what cookies are, the cookies used on the Website, and how to turn cookies on and off are set out in our cookies policy, which can be found in **Section 3** (the “**Cookies Policy**”).

Please read these Terms of Use, the Privacy Policy, Cookies Policy carefully before you start to use the Website.

By using the Website, you agree to the Terms of Use, consent to us processing personal data in accordance with the Privacy Policy and consent to the Website's use of cookies in accordance with the Cookies Policy. If you do not agree to the terms of any of those documents, then please do not use the Website.

If there is anything that you do not understand please feel free to email any enquiry to us here: admin@gtma.co.uk

ACCESSING THE SITE

Access to the Website, and its content or any materials made available on or through the Website (“**Materials**”) is permitted on a temporary basis. We may suspend, withdraw, or restrict access to, or change the Website or any Materials, without notice and without liability.

We also reserve the right to restrict certain areas of the Website to users who are registered members. You shall not access or attempt to access any part of the Website or any Materials that you are not authorised to access.

You shall ensure that all persons who access the Website through your internet connection are aware of these Terms of Use and that they comply with them.

APPLICATION FOR MEMBERSHIP

You can use the Website in order to make an application to become a member of GTMA. We are not obliged to accept any membership application and may accept or reject any such application in our sole discretion.

The individual who submits each application form confirms that they are authorised to apply on behalf of the organisation or person specified in the application form. For example, if you apply on behalf of a company, partnership or other body, you confirm that you are authorised to do so.

Both the person (e.g. the company) in respect of whom the application is submitted and the individual (e.g. the employee of that company) who submits the information concerned shall ensure that all information submitted to us is true, complete and accurate in all respects and is not misleading in any way.

Before we can accept any application for membership, we may ask for further details about you and your company, including your company registration number where applicable, including your address, financial details and references. You agree to provide any such details upon request.

YOUR OBLIGATIONS

You will not:

- (a) use the Website for any illegal purpose and you agree to use the Website in accordance with all relevant laws;
- (b) upload or transmit through the Website any material which is defamatory, offensive, or of an obscene or menacing character;
- (c) use the Website in a manner which: (i) may cause the Website to be interrupted, damaged or rendered less efficient; or (ii) violates the rights of any other person (including, but not limited to, rights of intellectual property, confidentiality or privacy);
- (d) use the Website in order to transmit, or procure the sending of any unsolicited or unauthorised advertising, promotional or other materials of any nature (spam);
- (e) use the Website in order to interfere with, damage or disrupt the Website, any other website, or any computer equipment, network, systems or software. Interference, damage and disruption shall include, without limitation:
 - (i) knowingly transmitting any data, or sending or uploading any material that contains viruses or technologically harmful material; or
 - (ii) denial of service attacks or distributed denial of service attacks; or
 - (iii) accessing any website, computer equipment, network, systems or software that you are not authorised to access;
- (f) create or publish a hypertext link to any part of the Website without our express written consent;
- (g) use any of the content of the Website or any of our names, logos, brands or marks without our express written consent; or

- (h) attempt any unauthorised access to any part of the Website.

You agree that, in the event that you have any right, claim or action against any third party arising out of that third party's use of the Website, then you will pursue such right, claim or action independently of us.

Where applicable, we will report any criminal offences committed by you, in breach of the above provisions, to the relevant law enforcement authorities and will co-operate with those authorities by disclosing your identity to them. In the event of any such breach, your right to use the Website will cease immediately.

OUR RIGHTS

We may:

- (a) change these Terms of Use from time to time. You agree that your continued use of the Website following such change shall be deemed to be your acceptance of such change. You should check back here regularly as you will be bound by these Terms of Use every time you visit the Website. If you do not agree to any change to the Terms of Use then you must immediately stop using the Website; and/or
- (b) investigate any complaints relating to the Website and take any action that we believe is appropriate (which may include, but is not limited to, removing any materials from the Website).

The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website for any reason.

PRIVACY AND PERSONAL INFORMATION

Your privacy is very important to us and these Terms of Use must be read in conjunction with our Privacy Policy which is published on our Website and which can be found in **Section 2 (The Privacy Policy)**

AVAILABILITY OF WEBSITE & RELIANCE ON INFORMATION ON SITE

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We, therefore, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

The Website is provided, on an "as is" and "as and when available" basis without any representation or endorsement and we make no guarantees or warranties of any kind, whether express or implied, in relation to the Website, its content or any services offered on the Website.

In particular, we make no warranties that the Website, its content or any services offered via the Website will meet your requirements or will be uninterrupted, timely, secure or error-free. We also give no guarantee or warranty that defects will be corrected, or that the Website or the server which makes it available are free of viruses or bugs or are fully functional, accurate, or reliable. If a fault occurs in the Website you should report it to admin@gtma.co.uk and we will attempt to correct the fault as soon as we reasonably can.

OUR LIABILITY TO YOU

Whilst we will use reasonable endeavours to verify the accuracy of any information that we place on the Website, we make no guarantees, warranties or representations, whether express or implied in relation to its accuracy. Please note that we do not verify the accuracy of any materials provided by third parties.

Nothing in these Terms of Use shall exclude or limit our liability for death or personal injury resulting from our negligence or that of our servants, agents or employees, or any liability for fraud, or for any other liability that cannot be excluded or limited by law.

We will not be responsible to you or any third party for any business loss (including both direct or indirect loss: of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure) or any indirect or consequential loss in connection with the Website.

Without limiting the foregoing, under no circumstances shall we be held liable for any delay or failure in performance resulting from causes beyond our reasonable control. Events beyond our reasonable control include, without limitation, internet, telecommunications and computer equipment failures, labour disputes, civil disturbances, fires, storms, governmental actions and orders of domestic or foreign courts or tribunals.

LIMITED RIGHTS TO USE CONTENT ON THE WEBSITE

You acknowledge and agree that all intellectual property rights (including but not limited to patents, registered designs, design rights, copyright, database rights, trademarks, service marks, rights and goodwill in trade or business names, and rights in inventions, know-how and trade secrets) in all Materials and content contained within the Website, including the design, text, graphics and arrangement of items, shall remain at all times owned by us or our licensors. You are permitted to use these Materials and content only as expressly authorised by us.

You acknowledge and agree that the Materials and content contained within the Website are made available for your personal use only. You may print off copies and download a reasonable amount of extracts, of any page(s) from the Website or any Materials, on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices and comply with any identified attribution requirements. No Materials published by us on this Website, in whole or in part, may be used, copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from us. The use of any such Materials on any other web site or networked computer environment or for any other purpose is strictly prohibited and such unauthorised use may violate copyright, trademark and other similar laws.

You shall not modify any hard paper or digital copies of any part of the Website or any Materials that you have printed off or downloaded in any way, and you shall not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text.

You shall ensure that the status of us, our licensors and of any identified contributors, as the authors of the Website or any Materials, is always acknowledged.

You shall not download, reproduce, duplicate, copy or distribute any part of the Website or any Materials other than as expressly permitted by these Terms of Use without our prior written consent.

All names, images and logos identifying us are proprietary marks of GTMA. All third party brand, product, service and company names (including those of our members) contained on this Website are the trademarks, service marks and trade names of their respective holders. . We do not give permission for their use by any person other than the holders

UPLOADING INFORMATION TO THE WEBSITE

Any information you submit to any public forum that we make available on the Website including, for example, any information that you submit to any chat room, will be considered non-confidential and non-proprietary, and you agree that we have the right to use, copy, distribute and disclose to third parties any such content for any purpose., including an absolute right to reproduce any comments, photos or other images that you submit to any public forum that we make available on the Website.

We reserve the right in our absolute discretion to refuse to upload the content provided by you and to suspend, withdraw, restrict or change your rights to upload further content and/or contact other users of the Website as we see fit and without liability to you. You will also be liable to us for any loss or damage we suffer as a result of your breach of the Acceptable Use Policy.

By submitting material to any public forum that we make available on the Website, you confirm that you own any intellectual property in such materials or that you have permission from the owner. You further agree that you have obtained the informed consent of any subjects of any images. You hereby waive any moral rights you may have in relation to such content.

LINKS TO OTHER WEBSITES & THIRD PARTY ADVERTISING

We may, from time to time, provide links to other websites and/or include adverts relating to third party products or services on the Website. You acknowledge and agree that we are not liable or responsible for the availability of such other sites or for any information, products or services offered by any such third parties that are advertised on the Website.

You acknowledge and agree that we have not verified or vetted any information, services or content available on third party content or websites and that by including any such links or adverts on the Website we are not making any endorsement of those websites or the information, products or services available on or through such websites.

You agree that you solely are responsible for determining whether such websites and any information, services or products available via those websites are appropriate for you and we strongly recommend that you review the applicable terms of use, including how those websites deal with your personal information are appropriate for you.

GENERAL

These Terms of Use will be exclusively governed by and construed in accordance with English law. The English Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

If any part of these Terms of Use is found to be invalid by any court or other regulatory or competent body, the invalidity will not affect the rest of the Terms of Use, which shall remain in force.

Any notices or communications that you send to us should be sent to Customer Services at admin@gtma.co.uk or in writing marked for the attentions of the General Manager to The Gauge

& Tool Makers Association (Company Number 00375508) whose registered office is at Manufacturing Resource Centre Adams Way, Springfield Business Park, Alcester, Warwickshire, B49 6PU. Any notices or communications that we send to you will be sent to the email address you registered with us.

SECTION 2 PRIVACY POLICY

The Gauge & Tool Makers' Association (registered in England and Wales under company number 00375508) (“**GTMA**”) (also “**we**” and “**us**”) is committed to respecting and protecting your privacy.

We are a UK-based trade association representing leading companies in precision engineering, rapid product development, toolmaking, tooling technologies, metrology and other critical manufacturing related products and services.

This policy explains the basis on which any personal data we collect from you, or that you provide to us, will be used, the control you have over your personal data and the procedures we have in place to protect it. It applies to any personal data which is collected and/or provided through our website www.manufacturingsolutions.ie (the “**Website**”). For the purpose of the data protection laws, GTMA is the data controller of any personal data we collect from you, or that you provide to us via the Website.

Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it. By continuing to use the Website and by submitting information to our Website you are accepting the practices described in this policy. We take responsibility for the personal data we collect from you, and we aim to be transparent about how we handle it, and give you control over it.

We may revise this policy from time to time and will post any changes on this web page of the Website. You should check this page from time to time to keep up-to-date with any such changes, as the changes will apply to any data we collect after the change. Reasonable changes will also apply to data collected before the change.

The Website may contain links to and from other websites, including websites operated by our members, partners and other third parties. We have no control over any third party sites that link to or from the Website. If you follow a link to any third party websites, then please note that they should have their own separate privacy policies. Please check those privacy policies before you use or submit any personal data to third party websites. We do not accept any liability or responsibility for any third party websites, the privacy policies applicable to them or their use of the information that they collect from you.

Information We Collect From You

We may collect and process the following data about you:

- **Information you give us**

We may collect and process the following information about you in the course of you using the Website:

- contact details such as your name, signature, address, email address and telephone number and the nature of the products or services in which you are interested. These details are collected when you fill in forms on our Website or when corresponding with us by phone, e-mail or otherwise. It includes information you provide when completing an application to become a member of GTMA, when you register to attend an event, when you search or interact with our Website and when you report a problem with our Website.

- Records of any correspondence between you and us.

Where you submit personal data of a person other than yourself (including the names and email addresses of any named individual contacts within your company) you must obtain their permission in advance and refer to the person to this privacy policy.

- **Information we collect about you**

During your use of the Website, we may automatically collect certain information about your visit and the device that you have used to access the Website. This is statistical data about our users' browsing actions and patterns, and does not identify any individual personally. The information that we may collect includes:

- the IP address of the device used to access the Website;
- the internet domain name through which you accessed the Website (which may be, for example, the domain name of your internet service provider or your place of work);
- the length of your session on the Website;
- details of the pages visited on the Website and resources accessed;
- the web browser used by your device to access the Website;
- your device's operating system; and
- details of any website that provided you with a link to the Website (for example, Google, if you found us using a search engine).

The means by which we collect such information is described in our cookies policy referred to below.

Cookies

Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website, and also allows us to improve our Website. For detailed information on the cookies we use and the purposes for which we use them, see our Cookie policy in **Section 3 (Cookies Policy)**

How we use your information

The legal basis for our use of your personal data will be that this information is required for one or more of the legitimate interests described in this policy, except where we require your consent to use your personal data for a specific purpose, as identified below.

We will use this information:

- to provide you with the Website, and the content and services made available through it, including to ensure that the Website and its content are presented in the most effective manner for you and for the device you use to access them;
- to process you or your organization's application to become a member of GTMA;
- where you make an information request on www.gtma.co.uk about one of our members or any other company listed on our Website we will forward that request to that member;

- to carry out checks on you, such as credit checks, identification verification checks and anti-money laundering checks, for the purposes of meeting our obligations under the Money Laundering Regulations 2007 and any other applicable legislation, crime prevention, fraud prevention and credit risk reduction;
- to provide you with details of current and upcoming events;
- where you or your organization are a member of GTMA, to provide you with information or services which we feel may interest you;
- where you are not a member of GTMA but where we feel it may be of interest to you to provide you with information or services;
- to deal with any queries, complaints or problems reported on the Website;
- to notify you about changes to our service; and
- to ensure that content on our Website is presented in the most effective manner for you and for your computer.

We may also share information about Website usages and visitor patterns with our members as noted above under the heading 'Information we collect about you' and as may be more particularly detailed in our cookies policy.

We do not carry out any automated processing using your personal data.

Information collected from other sources

We will not combine the information you give to us and the information we collect about you with information received from other sources, other than where requested to do so by you

Choice

In most cases you are not obliged to provide any personal data to us but, if you have requested information from us, we will not be able to provide it without certain information, such as your contact details.

Storage

We will only keep your personal data for as long as we need in order to fulfil the relevant purpose(s) it was collected for, as set out above in this privacy policy, and for as long as we are required to keep it by law.

Disclosure of your information

You agree that, to the extent permitted by applicable data protection law, we may share your personal data with the following third parties in connection with the purposes described in the "How we use your information" section above:

- our group companies;
- associated companies with which we partner to provide services to our members;
- our members or other trade associations with whom we are partnered in order to deal with your requests for information about our members;
- services providers that assist with the management and maintenance of our Website, the storing of data and operating events we organize for our members;
- analytics and search engine providers that assist us in the improvement and optimization of our Website, including as part of the analytics service we provide to our members as more particularly described in our cookies policy;
- organisation that we appoint to handle marketing communications for us;
- organisations that we appoint to conduct market research for us;

- the third parties which we use to carry out the checks that we need to carry out on your company, such as identification verification and anti-money laundering checks; or any other third party, where this is required to assist you with any query you have submitted via the Website.

We may also disclose your personal data to third parties:

- To enable them to market their goods or services to you, where you have consented to us disclosing your personal data to selected companies for that purpose;
- in the event that we sell or buy any business or assets, in which case we will disclose your personal data to the prospective seller or buyer of such business or assets;
- if GTMA or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; and
- if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or to protect the rights, property or safety of GTMA, our customers or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Data Security & International Transfers

We maintain appropriate administrative, technical and physical safeguards to protect your personal data against loss, misuse, unauthorised access, disclosure, alteration or destruction.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will take reasonable steps to protect your information, we cannot guarantee the security of your information. We will not be liable for any loss of or interception of your information, unless this results from our failure to use reasonable steps to keep it secure.

Your personal data will not be transferred, or stored, outside of the European Economic Area (“**EEA**”) without your prior written consent.

Your rights

GTMA will be the data controller of your personal data.

You have a number of legal rights in relation to how your personal data is used. We have detailed some of your rights below:

- to ask us not to process your personal data for marketing purposes;
- to access personal data held about you and to obtain a copy of it, including to receive your personal data, which you have provided to GTMA, in a structured, commonly-used and machine readable format and the right to transmit that data to another data controller without hindrance, or to have that personal data transmitted to another data controller, where technically feasible;
- to prevent any processing of personal data that is causing or is likely to cause unwarranted and substantial damage or distress to you or another individual;
- to obtain without undue delay the rectification or completion of personal data which are inaccurate or incomplete ;
- to restrict or object to the processing of your personal data and to request its erasure under certain circumstances;
- to be informed about any use of your personal data to make automated decisions about you, and to obtain meaningful information about the logic involved, as well as the significance and the envisaged consequences of this processing; and
- to lodge a complaint about the way in which your personal data is being used to a supervisory authority.

Where we rely on your consent to use your personal data, you have the right to withdraw that consent at any time.

If you would like to obtain a written copy of your personal data please write to us at the address detailed under the Contact Us section. You will need to verify your identity and specify what information you require and provide us with details of an address to which we should send the information

If you need to amend any of your personal details, you can do so by contacting us using the details in the Contact Us section below. Please ensure that you provide us with accurate contact details and update them as necessary.

You also have the right to ask us not to send you further marketing communications at any time. You can do so by contacting us using the details in the Contact Us section below. Each marketing email we send to you will also include an option for you to opt out of further marketing emails.

Contact Us

We will be happy to answer any enquiries from you regarding this privacy policy, the personal data we hold about you, or the use we make of it. If you have any questions regarding this privacy policy, or wish to access, correct or update the personal data held about you, please contact us using the following contact details please either email us at admin@gtma.co.uk, or write to us at:

General Manager
GTMA
Manufacturing Resource Centre
Adams Way
Springfield Business Park
Alcester
Warwickshire
B49 6PU

If you wish to know more about your rights please visit the Information Commissioner's website at www.informationcommissioner.gov.uk.

SECTION 3 - COOKIES POLICY

This cookies policy (the “**Cookies Policy**”) describes the way in which The Gauge & Tool Makers Association (registered in England and Wales under company number 00375508) (“**GTMA**”) uses cookies to store or access information on the device that you use to access the www.manufacturingsolutions.ie website (the “**Website**”).

We may revise this policy from time to time and will post any changes on this web page. You should check this page from time to time to keep up-to-date with any such changes, as the changes will apply to any visits you make to the Website after the change.

WHAT ARE COOKIES?

A cookie is a small text file that is placed on the hard drive of the device you use to access a website, so that the website can remember and identify your device. They contain anonymous information and will typically include the name of the site from which the cookie has come; how long the cookie will last; and a value, usually a randomly generated unique number.

Cookies are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site. For example, they enable a website to identify that, when you move from one page to another, you are not a new user and so do not need to log on again.

Some websites will also use cookies to enable them to target their advertising or marketing based, for example, on your location or browsing habits.

Cookies can be set by the owner of the website itself ("first party cookies") or by other websites that provide content (such as advertising) for the website that you are viewing ("third party cookies").

To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.allaboutcookies.org.

HOW THE SITE USES COOKIES

The cookies used on the Website can be grouped into the following four categories:

Strictly necessary cookies. These are cookies that are required for the operation of our website. They allow our web servers to respond to your actions on the Website and while browsing it. The Website will not work for you without these cookies.

Analytical/performance cookies. These allow us to recognise and count the number of visitors and to see how visitors move around our website when they are using it. This helps us to improve the way our website works, for example, by ensuring that users are finding what they are looking for easily.

Functionality cookies. These are used to recognise you when you return to the Website in order to remember your preferences (for example, your choice of language or region).

Targeting cookies. These cookies record your visit to the Website, the pages you have visited and the links you have followed. The session cookies will be deleted from your computer when you close your browser

Some cookies used on the Website are temporary and remain on your device until you leave the Website, at which point they are deleted. These are often called "session" cookies. Session cookies are typically used on the Website to allow you to carry information across pages of the Website and avoid having to re-enter information, and to allow you to access stored information whilst you are logged into a user account on the Website.

Other cookies used on the Website remain on your device once you have left the Website (though how long will depend on the lifetime of the specific cookie). These are often called "persistent cookies". Persistent cookies are typically used on the Website to help it recognise your device when you return to it, and to help us improve the structure of the Website by compiling anonymous, aggregated statistics that allow us to understand how users use the Website.

You can find more information about the individual cookies used on the Website and the purposes for which we use them in the tables below:

Strictly necessary cookies

Description of cookie and the purpose for which it is used	When is this cookie deleted from my device?
We use certain cookies to store your authentication details. Its use is limited to the admin console area. The Website would not work for you without it.	This is a session cookie and is deleted within 2 weeks

Analytical/performance cookies

Description of cookie and the purpose for which it is used	When is this cookie deleted from my device?
We use certain cookies to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they have visited	This is set on the first visit and expires after 2 years
Cookies that track company IP's website history and additional contact info which is provided from a variety of data sources	The session cookies will be deleted from your computer when you close your browser

Functionality cookies

Description of cookie and the purpose for which it is used	When is this cookie deleted from my device?
We use cookies which are set by the Cookie-opt-in plugin which indicates that you have opted in to allow certain cookies	The name and duration of the cookie is determined by the site owner on the Cookie-Opt-In settings page

Please note that third parties (including, for example, members of GTMA) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies.

ENABLING AND DISABLING COOKIES

You can block cookies by modifying setting in your browser that allows you to refuse the setting of all or some cookies.

Your browser may have a Help section or some other form of instructions which should explain how to do this. If you are using a smartphone, then the manufacturer should have instructions on its website explaining how to do this.

Useful guidelines on how to do this for a number of popular computer browsers can be found at www.allaboutcookies.org under the 'managing cookies' section.

However, if you use your browser settings to block any cookies, then you may not be able to access or use some or all parts of the Website or its functionality.

CONTACT DETAILS

If you have any questions regarding this cookies policy, please either email us at admin@gtma.co.uk or write to us at:

General Manager
GTMA
Manufacturing Resource Centre
Adams Way
Springfield Business Park
Alcester
Warwickshire
B49 6PU