



Terms & Conditions relating to CareMoor Parkland Tree Dedication Scheme at Simonsbath, Exmoor National Park

1. These CareMoor Dedications Terms & Conditions cover the initiative supporting memorial and celebrations plaques for 10 new parkland trees being planted in Simonsbath (see area marked on the map below) by Exmoor National Park Authority (ENPA) starting in winter 2024.
2. ENPA will use 100 per cent of requested £750 donation to CareMoor for Exmoor, made to us for these Dedications, for the purposes of supporting our new planting and maintenance of woodlands and trees in the National Park.
3. In recognition of these CareMoor parkland tree dedication, we will supply the donor/family with a map showing the location of their dedicated tree and a certificate. We will also place a plaque on the tree guard which will protect the sapling tree as it grows. We anticipate that the guard and therefore the plaque will remain in situ for a minimum of 15 years while the young tree will need protecting from cattle and deer as it grows. Once the sapling has been planted and a dedication plaque has been fixed in place, we will provide evidence of its installation, along with the map and certificate. It is ENPA's intention that the saplings will be looked after and left to grow into mature trees living for hundreds of years. If for any reason the young sapling fails to grow or establish itself as required by ENPA woodlands team, then the sapling will be replaced by ENPA. This will not incur any further contribution from the donor.
4. To ensure plaques are in keeping with the National Park, the following conditions will apply:
 - Only ENPA supplied plaques will be fitted.
 - Plaques will be antique bronze and approximately 65x100 mm in size.
 - We are able to engrave plaques with up to four (4) lines of text and twenty-six (26) characters per line chosen by the donor. A font will be used common to all plaques.
 - Plaques will be placed on one of the four corner uprights of the guard.
 - Plaques are only to be placed by ENPA employees or contractors.
 - In addition to donor text, plaques will feature the Exmoor National Park branding.
5. Due to the potential for negative impact on the landscape, residents, and the enjoyment of visitors to Exmoor National Park, we ask that **no additional items or memorabilia** be placed in or around the tree guard. This would include flowers, photographs, urns or padlocks. Any such items will be removed and destroyed. Whilst the trees are on ENPA owned land, which is Open Access, it remains productive farmland, stock may be grazing so care and respect must be applied when visiting. Follow the Countryside Code. It is a Site of Special Scientific Interest and as such scattering of ashes is not permitted.
6. We reserve the right to refuse specific wording for a dedication if we feel it is advertising commercial businesses or services, discriminatory, defamatory, inaccurate, abusive, obscene, threatening or otherwise in violation of the law.
7. Your contribution does not give you ownership of the tree or furniture to which a plaque is attached. Equally, we do not guarantee that anything constructed through the project will remain in place permanently. See point 3 above.

8. If the tree guard needs replacing or repairing sooner than its expected lifetime, we will replace it and re-affix the dedication plaque. When a tree guard is no longer required to protect the young tree, we will try to contact you to ask whether or not you would like to be sent the plaque.

9. We will place only one plaque per tree guard.

10. In the event that we receive a request that we cannot fulfil for any reason at this location or for the chosen tree variety, we will assess requests on a first come first served basis and may suggest alternative locations, as appropriate. Where no agreement can be reached a full refund will be given.

11. We may wish to use photographs of your plaque on the tree guard for promotional purposes or within ENPA publications. We will not share any of your own personal information, for any publicity or promotion.

12. In keeping with General Data Protection Regulations your information will not be shared with any third-party organisations except where such a transfer is necessary as part of our activities, or we are required to do so by operation of law. We will keep your details on file, only as long as we need it for administrative purposes.

13. We will process all online contribution payments via the ENPA Enthuse platform. While the payment gateway uses encryption security software in areas where online payment details are accepted, security information and payment information transmitted by the internet cannot be guaranteed. Any loss incurred or sustained by anyone who submits information by means or email or other internet links should be borne solely and exclusively by them and in no event will we be liable for any loss in whole or in part.

14. We will not accept any responsibility whatsoever for any technical failure, malfunction, congestion, capacity issues or any other problems with any telephone, telephone network or line, system, server, provider or otherwise which may result in any payment being lost, delayed or not properly received and recorded.

15. If a contribution is made to us as a result of fraud or misuse or in the event of accidental duplicate transaction, we will refund the contribution amount electronically back to the same card that was used to make the original transaction, provided the request is made within 14 days of the transaction. Email caremoor@exmoor-nationalpark.gov.uk or calling us on 01398 323665.

16. Payment of the £750 contribution to CareMoor via our online booking system is taken by us as your agreement to the Terms and Conditions described herein.

17. If you become aware that your card has been fraudulently used, please contact your card provider.

18. These terms and conditions are governed by the laws of England and Wales and will be subject to the exclusive jurisdiction of the English courts

