

Terms and conditions of use (last updated: July 2021)

These are the terms on which SSMT is made available to you. They are important and you should read them carefully before registering for access to SSMT. In these terms, “you” and “your” refers to the individual, company or other organisation which is registering for access to SSMT; “we” and “our” refers to Gatsby Africa and the Forestry Development Trust (“FDT”).

1. You acknowledge that SSMT is a pilot tool and has not been fully validated and tested.
2. SSMT is designed to provide a preliminary assessment of potentially relevant species to help guide a more detailed review of the suitability of species and areas for cultivation. However, SSMT does not provide a comprehensive review of all factors that will be relevant to choosing a species or areas for planting. We highlight the following limitations in particular. This list is not intended to be exhaustive.
 - a. SSMT is intended for use as an initial screening tool to consider which species could be potentially suitable for planting in different areas. The geographical resolution of the tool is limited and a micro-site assessment is still required to validate the findings before selecting which areas to plant and the suitable species to plant. You should engage a suitably qualified person to conduct the micro-site assessment.
 - b. The number of species considered by SSMT is limited; there may be other species which would be suitable.
 - c. For clonal varieties, the tool considers hybrids’ generic characteristics. However, users should be aware that specific numbered clones often display different characteristics. You should obtain advice from a qualified professional before selecting which numbered clones to plant.
 - d. Climate change could affect the suitability of different species in different areas over time.
 - e. You will need to consider environmental safeguards and must comply with local legislation and guidelines when planting.
3. The output from SSMT should not be regarded as advice and your use of SSMT is at your own risk. You must make your own independent investigation and assessment of all issues relevant to your decisions on site species choices. We make no representation or warranty as to the adequacy, accuracy, reliability or completeness of SSMT, the achievement or reasonableness of any projected species choices for an area or any estimates or statements relating to the prospects of particular forestry activities. We make no representation or warranty as to whether the SSMT breaches the intellectual property of any third parties nor that it will be free of defects, errors or bugs.
4. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE (INCLUDING WITHOUT LIMITATION LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES) ARISING OUT OF OR IN ANY WAY CONNECTED WITH

YOUR USE OF SSMT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. You will indemnify and hold us harmless against all actions, losses, costs, charges, expenses, claims and demands which may be sustained or incurred by or brought or made against us arising out of or in any way connected with use by you of SSMT (including use by third parties to whom you provide information derived from SSMT).
6. You will not share the output of SSMT with any third parties without our express written consent. You will not use the output of SSMT as part of a service provided by you to others.
7. You will keep your SSMT password confidential and will not disclose it to any third parties.
8. In order to develop future plans for SSMT, we would value your feedback on the tool. You agree to be contacted by us to discuss your use of and comments on SSMT.
9. If a part of these terms shall be held to be illegal, invalid or unenforceable it shall, to that extent, be deemed not to form part of the terms, and the enforceability of the remainder of the terms shall not be affected.
10. We may revise these terms of use at any time by posting the revised terms of use on this website.
11. These terms are governed by English law.