

Terms and Conditions

Please read these terms and conditions carefully before you start to use the site. By using our site, you indicate that you accept these terms and conditions and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our site.

Information about you and your visits to our site

Privacy statement

We process information about you in accordance with our privacy policy (insert a link to the privacy policy). By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Confidentiality

Under the Data Protection Act 1998 any information concerning you is regarded as confidential, we will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by the Dr Henry Langazye Kaluba Educational Trust will only be in connection with the provision of agreed services, products and with your prior consent.

License to use website

Unless otherwise stated, the Dr Henry Langazye Kaluba Educational Trust and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or other content from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Where content is specifically made available for redistribution, it may only be redistributed within the Dr Henry Langazye Kaluba Educational Trust.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, logic bomb, keystroke logger, rootkit or other malicious computer software. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Dr Henry Langazye Kaluba Trust's express written consent.

[You must not use this website to transmit or send unsolicited commercial communications.]

[You must not use this website for any purposes related to marketing without the Dr Henry Langazye Kaluba Trust's express written consent.]

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to it.

Restricted access

Access to certain areas of this website is restricted. The Dr Henry Langazye Educational Trust reserves the right to restrict access to other areas of this website, or indeed this entire website, at the Dr Henry Langazye Kaluba Educational Trust's discretion.

If the Dr Henry Langazye Kaluba Educational Trust provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

The Dr Henry Langazye Kaluba may disable your user ID and password in the Dr Henry Langazye Kaluba Educational Trust's sole discretion without notice or explanation.

User content

In these terms and conditions, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to the Dr Henry Langazye Kaluba Educational Trust a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to the Dr Henry Langazye Kaluba Educational Trust the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Dr Henry Langazye Kaluba Educational Trust or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Dr Henry Langazye Kaluba Educational Trust reserves the right to edit or remove any material submitted to this website, or stored on the Dr Henry Langazye Kaluba Educational Trust servers, or hosted or published upon this website.

[Notwithstanding the Dr Henry Langazye Kaluba Educational Trust’s rights under these terms and conditions in relation to user content, the Dr Henry Langazye Kaluba Educational Trust does not undertake to monitor the submission of such content to, or the publication of such content on, this website.]

No warranties

This website is provided “as is” without any representations or warranties, express or implied. The Dr Henry Langazye Kaluba Educational Trust makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, the Dr Henry Langazye Kaluba Educational Trust does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

The Dr Henry Langazye Kaluba Educational Trust will not be liable to you (whether under the law of contact, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Dr Henry Langazye Kaluba Educational Trust has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the Dr Henry Langazye Kaluba Educational Trust's liability in respect of any:

- death or personal injury caused by the Dr Henry Langazye Kaluba Educational Trust's negligence;
- fraud or fraudulent misrepresentation on the part of the Dr Henry Langazye Kaluba Educational Trust; or
- matter which it would be illegal or unlawful for the Dr Henry Langazye Kaluba Educational Trust to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable.

If you do not think they are reasonable, you must not use this website.

Indemnity

You hereby indemnify the Dr Henry Langazye Kaluba Educational Trust and undertake to keep the Dr Henry Langazye Kaluba Educational Trust indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Dr Henry Langazye Kaluba Educational Trust to a third party in settlement of a claim or dispute on the advice of the Dr Henry Langazye Kaluba Educational Trust legal advisers) incurred or suffered by the Dr Henry Langazye Kaluba Educational Trust arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to the Dr Henry Langazye Kaluba Educational Trust other rights under these terms and conditions, if you breach these terms and conditions in any way, the Dr Henry Langazye Kaluba Educational Trust may take such action as the Dr Henry Langazye Kaluba Educational Trust deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to

request that they block your access to the website and/or bringing court proceedings against you.

Variation

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Assignment

The Dr Henry Langazye Kaluba Educational Trust may transfer, sub-contract or otherwise deal with the Dr Henry Langazye Kaluba Educational Trust's rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Links from and to our site

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. When accessing a site via our website we advise you check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

Any party wishing to link to this website is entitled to do so provided that the conditions below are observed:

- you do not seek to imply that we are endorsing the services or products of another party unless this has been agreed with us in writing;
- you do not misrepresent your relationship with this website; and
- the website from which you link to this Website does not contain offensive or otherwise controversial content or, content that infringes any intellectual property rights or other rights of a third party.

By linking to this Website in breach of clause 5.2 you shall indemnify us for any loss or damage suffered to this Website as a result of such linking.

Site Uptime

All reasonable measures are taken by us to ensure that this website is operational all day, every day. However, occasionally technical issues may result in some downtime and accordingly we will not be liable if this website is unavailable at any time.

Where possible we always try to give advance warning of maintenance issues that may result in website down time but we shall not be obliged to provide such notice.

Website changes

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Entire agreement

These terms and conditions, together with our Privacy Policy, constitute the entire agreement between you and the Dr Henry Langazye Kaluba Educational Trust in relation to your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English Law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England.

Information about us

www.dhlkeducationaltrust.org.uk is a site operated by the Dr Henry Langazye Educational Trust, trading under the name the DHLK Educational Trust; we are a charitable organisation. Our registered office address is 16 Rushmead Close, Croydon, Surrey, CR0 5JG.

Your concerns

If you have any concerns about material which appears on our site, please contact dhlkeducationaltrust@gmail.com

Thank you for visiting our site.