

# Terms and Conditions

---

Access to and use of this site is provided by The Emily Ash Trust subject to the following Terms and Conditions:

1. Your use of this site constitutes acceptance of these Terms and Conditions, which take effect on the date of your first use of the site.
2. The Emily Ash Trust reserves the right to change the Terms and Conditions at any time by posting changes on-line. Your continued use of the site after changes are posted constitutes acceptance of this agreement as modified by the posted changes.
3. Copyright Restrictions:
  - All rights reserved; no part of this website, including information, images, photos, logos, names and icons may be copied, republished, posted, broadcast or reproduced in any form whatsoever without the prior written permission of the copyright holders.
  - Documents on the site may not be downloaded, altered or adapted for any purpose except for personal, non-commercial use.
4. External links to The Emily Ash Trust website:
  - Any organisation wishing to set up a link to this site must contact [info@emilyashtrust.co.uk](mailto:info@emilyashtrust.co.uk)
  - The existence of a link from any organisation's site to The Emily Ash Trust site does not imply that The Emily Ash Trust endorses the activities or views of that organisation.
5. Trademarks: Trade marks, logos and service marks, together called “Trademarks”, used on our website, whether registered or unregistered, are property of their owners. Unless otherwise stated, we do not give you permission to use any trade mark on our website without its owner’s consent.

The Emily Ash Trust Charity name and logo and all related product and service names are trademarks of the Emily Ash Trust and may not be used without the Emily Ash Trust Charity’s prior written consent.
6. Photography: The photographs of children used within this site to illustrate The Emily Ash Trust work may not be copied, reproduced or otherwise disseminated without the prior permission of the copyright holder.
7. You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights of, or restrict, or inhibit the use and enjoyment of this site by any third party. Such restriction and inhibition includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person and

the transmission of obscene or offensive material or disruption of normal flow of dialogue within this site.

8. This site and the information, names images, photographs, logos and icons regarding or relating to The Emily Ash Trust, its products and services (or to third party products and services) is provided 'AS IS' and on an 'IS AVAILABLE' basis without any representation or endorsement made and without warranty of any kind whether expressed or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

9. The Emily Ash Trust does not accept liability for any damages, including, without limitation, indirect or consequential damages, or loss of profits, or any damages whatsoever arising out of or in connection with the use or loss of use of this site.

10. The Emily Ash Trust does not warrant that the functions contained in the material included in this site will be uninterrupted or error-free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy or reliability of the materials.

11. If there is a conflict between these Terms and Conditions and rules and/or specific terms of use appearing on this site relating to specific material then the latter shall prevail.

12. If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent to and within the jurisdiction in which that Term and Condition is illegal, invalid and unenforceable, it shall be severed and deleted from this clause and the remaining Terms and Conditions shall survive, remain in full force and continue to be binding and enforceable.

13. These Terms and Conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

14. If these Terms and Conditions are not accepted in full, the use of this site must be terminated immediately.

15. Any questions regarding this site should be sent to the The Emily Ash Trust 106 Knightwood Crescent New Malden Surrey KT3 5JW [info@emilyashtrust.co.uk](mailto:info@emilyashtrust.co.uk)

### **Feedback and Complaints**

We welcome your comments about our website. If you find anything incorrect, not working or want to say anything else, please contact [info@emilyashtrust.co.uk](mailto:info@emilyashtrust.co.uk)