

Benefact Trust Website Terms of Use

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The terms "you", "your" and "yours" when used in these Terms of Use mean any user of this website.

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- a. that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
- b. for which you have not obtained all necessary licences and/or approvals; or
- c. which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
- d. which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

You may not misuse the Website (including, without limitation, by hacking). We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting any material in breach of the above.



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- b. Any contributions made by you (or on your behalf) to the Website (including, without limitation, loss caused by a claim that your contribution infringes the intellectual property or other rights of any person).

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If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of these Terms of Use shall remain in full force and effect.

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The Trust's failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by the Trust of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.



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You agree that the substantive laws of England and Wales shall govern any controversy or claim of whatever nature arising out of or relating to the use of this Website, without regard to any conflict of laws provisions. All actions or proceedings arising out of or relating to these Terms of Use, their validity, performance, enforcement or breach, or the subject matter of these Terms of Use shall be heard in the courts of England and Wales and you hereby irrevocably consent and submit yourself to the personal jurisdiction of said courts for all such purposes.

Notwithstanding the foregoing, we retain the right to bring legal proceedings in any jurisdiction where we believe that breach of this agreement is taking place or originating.

Contacting us

If you have any questions regarding these Terms of Use or any other matter, you may contact us at:

Simon Arundel
Data Protection Officer

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