Terms and conditions

21/01/2019

See all updates

The National Lottery Heritage Fund ('we'/'us') is a fund administered by the trustees of the National Heritage Memorial Fund, a body incorporated by statute.

All references in these terms and on our website, whose URL is www.heritagefund.org.uk ('Site') to the National Lottery Heritage Fund are deemed to be references to the trustees of the National Heritage Memorial Fund. Our address is International House, 1 St Katharine's Way, London, E1W 1UN and we can be contacted via email at enquire@heritagefund.org.uk.

By using or accessing the website you agree to be bound by and abide by these terms of use. Your access to and use of the Site is also subject to our privacy policy, which explains how we protect your personal data.

Copyright and permitted use

All copyright, database right and other rights that subsist in the homepage and in the sub-domain pages of the Site are owned by us or other parties.

Subject to what is said below, material from the website may be downloaded, viewed, printed, copied on the hard disk of your computer (but not photocopied) to make an application for a grant or otherwise for your own personal or internal purposes in good faith. Save as expressly permitted by law, any other use requires our prior written agreement.

You agree not to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from our website, or to transmit or re-circulate any material obtained from our website to any third party or to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms.

You acknowledge that all copyright, trade marks and other intellectual property rights in the content - including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design (other than in your contributions) - and the names, images and logos identifying us (such as branding), are either owned by us, or are licensed to us by third parties, as detailed in our copyright and trade mark notice.

Nothing in these terms of use transfers to you any right, title or interest (including any intellectual property rights) in relation to the content or branding. You may not use, reproduce or otherwise make available to any other party the content and branding without prior authorisation (express or implied) from us.

The permission to reproduce copyright material from the website does not extend to any material on the website which is identified as being the copyright of a third party. Authorisation to reproduce such material must be obtained from the copyright holders concerned.

Submitting material

By submitting any material to us ('Material'), you acknowledge that we may copy, modify, distribute or create a derivative work from the Material in any manner that we shall determine. You also waive any moral rights in the Material for the purposes of its publication on the Site. You will indemnify us if any third party takes action against us in relation to the Material.

You must not submit any Material to the Site which is defamatory, offensive, menacing or obscene or which in our judgment may cause nuisance, annoyance, damage or offence, inconvenience to us or any other person or which is illegal. We may remove or edit such Material from the Site at any time without notice to, or consent by, you.

We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you or any third party to the Site. So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

Content

The information on this website is provided for convenience as part of the service we offer. However, where information originates from outside National Lottery Heritage Fund, we cannot accept any liability for its accuracy or content. Visitors who rely on this information do so at their own risk.

Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings.

We are not responsible for the contents or reliability of any websites that are linked to our own and does not necessarily endorse the views expressed within them. Similarly, a link listed on the Site shall not be taken as endorsement of any kind. We cannot guarantee that these links will work all the time and we have no control over availability of the linked pages.

We cannot guarantee that your use of the website will be free from error and/or uninterrupted.

Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. If your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site.

Whilst all reasonable effort has been taken to ensure that the pages of the website and material which may be downloaded from the website are free from viruses, we give no warranties that they are virus-free and users are responsible for ensuring that they have installed adequate virus-checking software.

So far as permitted by law, and except in respect of fraudulent misrepresentation, death or personal injury arising from negligence, we exclude any liability for loss or damage of any kind resulting from your use of the Site (including the reliance upon any information contained on it).

We shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Site, even if we or a representative of ours has been advised of the possibility of such damages.

Registration for grant application system and online community

You must register as a user to contribute to the grant application system. We have absolute discretion as to whether to accept or reject your application to register as a user.

The information that you provide when you set up your account must be true and accurate. Please do not register multiple user profiles, transfer your account to anyone else, or allow others to access the Site using your login details, as this can cause confusion – please <u>contact us</u> if adjustments to your account are necessary. If we suspect that the information provided is incorrect, misleading, or not true, we may suspend or terminate your account.

You are responsible for maintaining the confidentiality of your password. You are responsible at all times for your user account and for any actions that take place using your account. You must immediately inform us of any unauthorised use of your password, your user account or any other breach of security in connection with the Site. You should ensure that you log-out of your account each time you finish using the Site.

Reporting issues or making complaints

If you experience any difficulties with the website, or would like to offer any feedback or suggestions, please email digital@heritagefund.org.uk.

If you would like to make a complaint about any content that you find inappropriate or believe is incorrect, or about any material which you believe infringes your intellectual property rights or the intellectual property rights of another party, you may contact the <u>digital team</u> or visit our <u>customer service page</u>.

Variations

These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use this Site after any variation has been posted.

We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these terms.

These terms constitute the entire agreement between you and us. If any of them are held by a court of law to be illegal or otherwise unenforceable by the laws of any state or country, then to the extent that such term(s) is (are) illegal or unenforceable, they shall be deleted from these terms and the remaining terms shall survive and remain in full force and effect.

Any failure by us to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision.

These terms and the relationship between you and us shall be governed by the laws of England and the English courts shall have exclusive jurisdiction over any dispute.

Copyright and trade mark notice

All information incorporated within this site is © Trustees of the National Heritage Memorial Fund All rights reserved. 'National Lottery Heritage Fund' and its associated logos are trade marks of the Trustees of the National Heritage Memorial Fund.

© Trustees of the National Heritage Memorial Fund

Terms and conditions (last updated: January 2019).