

Community Action Nepal Website Terms and conditions

1. Definitions

In these terms and conditions:

- "Community Action Nepal", "we" or "our" means Community Action Nepal, a registered charity in England and Wales (1067772).
- "Material" means all of the information, data, text, graphics, links, computer code or other material published on, contained or available on the Website.
- "User", "you" or "your" means the individual or organisation accessing the Website, ordering goods or services, registering for events and/or making donations.
- "Website" means any website under the ownership or control of Community Action Nepal which links to these terms and conditions.

2. Your use of the Website

By using the Website, you confirm that you accept these terms and conditions and that you agree to comply with them. If you do not agree, you must not use the Website.

We may amend or revise these terms and conditions at any time by updating the text of this page.

You can view any parts of the Website and use the Material contained on the Website for your own purposes provided you:

- use it for information purposes and/or reproduction for personal use only, and not for reproduction on any other website or for commercial gain.
- notify and seek Community Action Nepal's approval before creating any links to the Website;
 and
- do not copy, store, or transmit in any form or by any means to any third party, any part of the Website, without Community Action Nepal's written permission.

3. Copyright and trademarks

Community Action Nepal is the owner or licensee of the copyright in the Material. Unauthorised use of the Material (including reproduction, storage, modification, distribution, or republication) without the prior written consent of the copyright holder(s) is not allowed.

The Community Action Nepal name and logos are our unregistered trademarks. You may not use our unregistered trademarks without our prior consent.

4. Your lawful use of the Website

When you use the Website you must not:

- in any way breach any applicable law or regulation.
- knowingly transmit any data, send or upload any material that contains viruses, or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.



5. Limitation of liability

Community Action Nepal will not be liable for any direct, indirect, or consequential damages (even if foreseeable) whether based on contract, tort or otherwise, to the fullest extent permitted by law. This includes but is not limited to liability for: loss of data or profits; interruptions or delays to the Website; the provision of or failure to provide services; any information, Material, goods, and services obtained through the Website; or otherwise arising out of your use of the Website.

7. Third party websites

The Website may contain links to websites operated by parties other than Community Action Nepal. Such links are provided for your convenience only. We do not control such websites and are not responsible for their content. Community Action Nepal's inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The User is solely responsible for evaluating the accuracy and completeness of any information contained on the third-party websites, and also the value and integrity of any goods and services offered by such websites.

8. Other terms that may apply to you

Our Privacy policy sets out the terms on which we process any personal data we collect from you, or that you provide to us and provides information about how cookies are used on our website.

If you purchase goods from our Website, our Online Shop Terms and Conditions will apply.

9. Viruses

Although Community Action Nepal makes all reasonable attempts to exclude viruses from the Website, we cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, please take all appropriate safeguards before downloading information from the Website.

10. Encryption

Although the Website uses encryption security software in areas where online payment details are accepted, the security of information and payments transmitted via the Internet cannot be guaranteed. Community Action Nepal will not be liable for any loss incurred by any User who transmits information by means of e-mail or other Internet links.

11. Force majeure

Community Action Nepal will not be in breach of its obligations under these terms and conditions, nor liable to the User for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control. This includes but is not limited to any act of God, strike, trade dispute, act of terrorism, act or omission of government or regulatory bodies.

12. General

If any provisions of these terms and conditions are held to be invalid or unenforceable, this will not affect the validity or enforceability of the remaining provisions.

These terms and conditions constitute the entire agreement between you and Community Action Nepal and supersede all other communications and proposals, whether electronic or written, between the User and Community Action Nepal.



Any failure of Community Action Nepal to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights.

13. Jurisdiction

The terms and conditions and the use by the User of the Website are governed by the laws of England and Wales. Any disputes arising from or relating to the Website, any transactions made on the Website and/or these terms and conditions will be subject to the exclusive jurisdiction of the English courts.