

User Policy

Please take a moment to read the following User Policy. If there is anything you do not understand, then please [Contact Us](#).

1. Acceptance of this User Policy

Your access and use of this Self Assessment Tool located at <http://www.asksara.org.uk/introduction.php?auth=haringey> (the “Tool”), including any and all content, information and materials provided within it, is subject to your acceptance of, and compliance with, the provisions of this User Policy, which incorporates any other legal notices and/or instructions which may appear within the Tool from time to time (together this “User Policy”).

IMPORTANT: By accessing and using the Tool you will automatically be taken to have read, understood and accepted this User Policy. If you do not agree to be bound by this User Policy please cease to access and use the Tool and any of the content found within it (including any content you have copied or downloaded).

2. This Tool

This Tool is provided to you by London Borough of Haringey (“we”, “us” or “our”) under licence from the [Disabled Living Foundation](#). This Tool is an assistive technology resource aimed primarily for members of the public who use assistive technology (and their families and friends).

This Tool provides you with a list of questions to answer to produce a report containing guidance and a range of appropriate assistive technology, together with a list of suppliers and/or manufacturers.

The Database and the Factsheets have been compiled using information provided to us by producers, suppliers and/or distributors of the assistive technology featured.

3. Availability of this Tool

While we shall use reasonable endeavours to ensure that this Tool is generally available we make no representation or guarantees as to such availability.

We reserve the right to withdraw access to all or any part of the Tool for periods of time in order to make modifications, for scheduled or unscheduled maintenance and for other purposes, without notice to you.

Since you will receive this Tool via third party telecommunications networks, you acknowledge that we cannot guarantee that the availability of this Tool will be uninterrupted or error free. Similarly we cannot guarantee that the transmission of any information over such telecommunications networks will be secure nor that you will be able to access this Tool at all times.

IMPORTANT: this Tool is therefore provided to you on an “as is” and “as and when available” basis and your use of this Tool is at your own risk.

4. Your obligations

IMPORTANT: You may only use this Tool (including any content which you access or download) for lawful purpose(s), and in any event in accordance with this User Policy.

You agree:

- to only use the Tool to make a self assessment about your (or a member of your family or a friend) assistive technology needs;
- not to use this Tool for your personal commercial gain or to sell or trade in any of the content or other material copied or downloaded from the Tool;
- not to change any of the text or images contained in this Tool or merge it with any other text or images, or forge headers or otherwise manipulate identifiers in order to disguise the origin of any of content from the Tool;
- to comply with any legal notices contained in the Tool; and
- to respect and comply with the legal rights of others, in particular our rights and the rights of our licensors.

5. **Ownership and Licence**

You acknowledge that all rights in copyright, database rights, design rights, trade marks and other intellectual property rights (whether registered, capable of registration or otherwise) throughout the world, for the full duration of such rights (“**IP Rights**”) in this Tool are owned by us or our other licensors.

Except for your use of this Tool in accordance with this User Policy, you are granted no IP Rights in respect of this Tool.

You may only print a copy of the report which this Tool generates, provided always that:

- London Borough of Haringey and the Disabled Living Foundation is the acknowledged source;
- all titles credits and URLs are included; and
- you comply with any legal notice contained in this Tool.

This permission is revocable by us at any time.

All trade marks, logos, titles, brand and product names (the “**Trade Marks**”) which are featured in this Tool, are owned by us or our licensors.

You may only use or refer to any Trade Marks which are included in content downloaded, copied or printed by you in accordance with this User Policy. Otherwise you must not offer or distribute any products or services under or by reference to the Trade Marks, or otherwise reproduce any of the Trade Marks without our express written consent.

6. **Modifications to this User Policy**

This User Policy may be amended from time to time, and we therefore suggest that you review it periodically.

7. **Disclaimers**

While we do endeavour to ensure that the information contained in this Tool is accurate, appropriate and up-to-date, you should note that:

- since much of the content of the Tool is provided by the producers, suppliers or distributors of the assistive technology featured, we cannot and do not undertake to monitor every item within the Tool;

- we make no representations, warranties or endorsements about either the information included in this Tool or its accuracy (including in relation to any opinions or advice given), nor about any assistive technology featured; and
- anything on this Tool is for information purposes only and does not constitute investment advice, legal or professional advice and should not be treated as a substitute for the medical advice of your own doctor or any other health care professional. You should always consult your own GP if you are in any way concerned about your health.

Although we cannot guarantee the prompt editing or removal of any inappropriate or inaccurate content, if you find any content that is inaccurate or inappropriate then please [Contact Us](#).

While we use virus checkers to check the content of the Tool, we are unable to guarantee that is virus and/or error free. You should always check any content before downloading. Any content is downloaded by you from the Tool at your own risk, and on the basis that you will be solely responsible for any damage to your computer system or loss of data that result from the download of such content.

IMPORTANT: Please note that you are solely responsible for any decisions you take based on the information contained in the Tool.

On the basis of our licensor's status as a charity and that you are accessing the Tool free of charge, you agree that, unless we specifically state otherwise, we provide this Tool to you without any conditions, warranties, or guarantees, whether express or implied, including but not limited to any implied warranties or conditions as to the satisfactory quality or fitness for a particular purpose, which are expressly excluded to the extent permitted by law.

8. Our liability

We do not limit our liability if you die or are injured as a result of our negligence, or if you suffer loss as a consequence of any fraud by us (or for any other liabilities which we may not by law exclude) and nothing in this User Policy should be read as making any such limitations.

We shall not be liable to you in contract, tort (including negligence) or otherwise for:

- any loss or damage arising from your use of the Tool;
- any loss or damage arising as a consequence of viruses received by you via this Tool;
- any loss or damage arising as a consequence of our failure to provide this Tool in accordance with this User Policy; and/or
- any economic losses (including loss of profits) any indirect or consequential losses, loss of data, goodwill or reputation, or for any wasted expense including but not limited to losses caused by viruses,

and any other liability we may have to you whether in contract, tort (including negligence) or otherwise for any loss or damage suffered by you in relation to this Tool is limited to £500.

In any event we will not be liable for any failure to perform our obligations if we are prevented from doing so by an event beyond our reasonable control.

IMPORTANT: You acknowledge that, on the basis of our licensor's charitable status and that you are accessing this Tool free of charge, the disclaimers and limits on our liability contained in this User Policy are fair and reasonable.

9. Your liability

We reserve the right to suspend or terminate your access to all or any parts of this Tool without notice to you, if we reasonably believe you have breached this User Policy.

You agree to indemnify us from and against any liability, loss, damage or expense caused to any person to the extent such losses, damages and expense is caused by your use of this Tool.

Again you acknowledge that this indemnity is appropriate and reasonable given our (and our licensor's) charitable status and that you are accessing this Tool free of charge.

10. General

Please note the following:

- any failure or delay by us to bring legal proceedings in relation to this Tool or this User Policy shall not be regarded as a waiver of any rights. Indeed if we do waive any such rights, this shall not be regarded to be a waiver of any other or future rights we may have;
- if any paragraph, or part of any paragraph, of this User Policy is found by any Court, or other competent body to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable, that part shall be deemed to be severable from this User Policy and the remaining provisions of this User Policy shall continue in full force and effect;
- the User Policy is not intended, nor shall it operate, to create a partnership or joint venture of any kind between us and you, and you are not authorised to act as our agent;
- no term of this User Policy shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party, who is not a party to this agreement;
- you may serve any formal notice on us by **Contacting Us**, and we may serve a formal notice on you, by either first class post or email and such notice will be regarded as formally received by the other on the next day that is not a weekend or a bank holiday;
- this User Policy represents all the terms and conditions of your agreement with us that arises automatically when you use this Tool, and supersedes any previous agreements between us relating to your use of this Tool. If there are any inconsistencies between our Privacy Policy or any legal notices or instructions, and the terms set out on this webpage, then the latter shall prevail;
- you acknowledge that (in relation to your use of this Tool) you have not relied on any statement, representation, warranty or understanding made by us or on our behalf (whether or not made negligently) other than those expressly set out in this User Policy;
- this User Policy shall be interpreted in accordance with English Law and in relation to any disputes which may arise in relation to this User Policy or this Tool, you and we submit to the exclusive jurisdiction of the English Courts.

11. Contacting Us

You can contact us by sending an e-mail message to: Julie.hook@haringey.gov.uk

Or by writing to us at: Unit 5 St. George's Industrial Estate, White Hart Lane, London N22 5QL