

## **WEBSITE TERMS OF USE**

This is an agreement between you ("You") and Cutenhoe Hill Primary School (the "School"). "We" and "Us" means both You and the School. The effective date of this Agreement is when You accept this Agreement in accordance with the procedure set out above. You hereby consent to the exchange of information and documents between Us electronically over the Internet or by e-mail, and that this electronic Agreement shall be the equivalent of a written paper agreement between Us.

### **1. Ownership and Copyright**

You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, School names, trade-marks, logos and trade names contained on this web site (collectively the "Content") including the manner in which the Content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the School or its licensors, as the case may be.

### **2. Permitted use**

The School hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download one copy of the Content.

### **3. Restrictions on use**

you agree that You will not:

(i) distribute the Content for any purpose including without limitation compiling an internal database, redistributing or reproduction of the Content by the press or media or through any commercial network, cable or satellite system; or

(ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the Content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the School or its licensors or allow any third-party to access the Content. The restrictions set out in this Agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.

### **4. Personal Information**

The School may from time to time, but is not obligated to, monitor your use of the web site and collect, store and use personal information about You for

providing service you may of requested and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have. You may access, correct and delete your own personal information stored by school by contacting us in writing.

## **5. Limitations on liability and disclaimers**

There is no guarantee that personal information and transactions on this web site or on the internet will be maintained confidential and secure. the use of this web site and the content is at your own risk and the school assumes no liability or responsibility pertaining to the content, your use of the web site or the receipt, storage, transmission or other use of your personal information.

This web site and its Content are not to be construed as a form of promotion. This web site may contain links to other sites. The School does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such sites, and when You access such sites, You are doing so at Your own risk. In providing links to the other sites, the School is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites.

A link to another site should not be construed to mean that the School is affiliated or associated with same.

The School will not be responsible for any damages You or any third-party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that You make or that You expressly or implicitly authorize the School to make, or for any errors or any changes made to any transmitted, stored or received information. You are solely responsible for the retrieval and use of the Content. You should apply Your own judgment in making any use of any Content, including, without limitation, the use of the information as the basis for any conclusions.

## **6. Governing law**

The School, this web site and the Content (excluding linked web sites or content) are physically located within The United Kingdom. This Agreement will be governed by the laws of The United Kingdom.

## **7. Dispute resolution**

In the event of a dispute, We agree to submit to the jurisdiction of the British courts.

## **8. Interpretation**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the

singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in GBP

## **9. Entire agreement**

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the School with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the School unless executed by the School in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## **10. Severability**

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.