

# Terms of Use

## **Purpose**

Your access to this website is subject to legally binding terms and conditions. Carefully read all of the following terms and conditions. Accessing this website is the equivalent of your signature and indicates your acceptance of these terms and conditions and that you intend to be legally bound by them. If you do not agree with these terms and conditions, please leave the site immediately.

This is an agreement between you ("you") and Oak Wood School Academy (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.

## **Compiled by**

Jonathan Poole

## **Presented to Directors**

Monday 13<sup>th</sup> February 2017

## **Signed**

### **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 there to, are the property of their respective owners as indicated, the School or its licensors.

### **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. You are not permitted to share or distribute any "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. License to use your information**

With the exception of personal information, You hereby grant to the School the perpetual, unlimited, royalty-free, worldwide, nonexclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content you provide on or through this web site or which is sent to the School by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The School shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by the School in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

#### **5. 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.

#### **6. 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 does not recommend or endorse any of the content, including without limitation any hyper-links to or content found, on other web sites. The mention of another party or its product or

service on this web site should not be construed as an endorsement of that party or its product or service. 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.

The content may not be accurate, up to date, complete or un-tampered, and is not to be relied upon. The content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. The content on this web site is not intended to be used as a substitute of any kind for professional advice. It is your duty to obtain professional advice from a qualified professional advisor to meet your needs. You should not act or rely on any of the content without seeking advice of a qualified professional.

Except as expressly provided in this agreement, this web site and all content, products, services and software on this web site or made available through this web site are provided "as is" without any representations, warranties, guarantees or conditions, of any kind, whether express or implied, statutory or otherwise, including but not limited to, warranties as to uninterrupted or error free operation, availability, accuracy, completeness, correctness, reliability, timeliness, legality, suitability, privacy, security, merchantability, quality, title, non-infringement or fitness for a particular purpose, or those arising out of a course of dealing or usage of trade. In no event will the school, its affiliates, agents, licensors, suppliers, or their respective directors or employees be liable for any special, indirect, incidental, punitive, exemplary, aggravated, economic or consequential damages, howsoever caused, including but not limited to: damages for loss of use, lost profits or lost savings.

Even if the school or any of its lawful agents or employees have been advised of the possibility of such damages or claim, in no event will the school, its affiliates, agents, licensors, suppliers, or their respective directors or employees, be liable for damages or losses resulting from: viruses, data corruption, failed messages, transmission errors or problems; telecommunications service providers; links to third-party web sites; the internet backbone; personal injury; third-party content, products or services; damages or losses caused by you, or your respective employees, agents or subcontractors; loss of use or lack of availability of facilities including computer resources, routers and stored data; the use or inability to use this web site or the content; any other web site accessed to or from this web site; or events beyond the reasonable control of the school, even if the school or any of its lawful agents, or employees have been advised of the possibility of such damages or claim. In no case will the school's, its affiliates', agents', licensors', suppliers', and their respective directors' and employees' cumulative total liability arising under any cause whatsoever (including without limitation breach of contract, tort, negligence, gross negligence, or otherwise) be for more than the amount, if any, paid by you under this agreement to access this web site, in the year in which the claim arose.

The school assumes no obligation to update the content on this site. The content on this site may be changed without notice to you. The school is not responsible for any content or information that you may find undesirable or objectionable. The school disclaims any liability for unauthorized use or reproduction of any portion of the web site. Accessing the content from territories where it may be illegal is prohibited.

## **7. Termination**

This Agreement is effective until terminated by the School, with or without cause, in the School's sole and unfettered discretion. The School may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the School shall be in addition to and without prejudice to such rights and remedies as may be available to the School, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the School, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## **8. Indemnity**

You agree at all times to indemnify, defend and hold harmless the School, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever

(Including legal and other fees and disbursements) sustained, incurred or paid by the School directly or indirectly in respect of:

- (i) any information or other content You provide on or through this web site or which is sent to the School by e-mail or other correspondence; or
- (ii) Your use or misuse of the Content or this web site, including without limitation infringement claims

## **9. 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.

## **10. Dispute resolution**

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

## **11. 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.

## **12. 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.

**13. 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.

**14. Enurement**

This Agreement shall enure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.