

## Terms of Use

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This is an agreement between you (You) and [insert the name of the school] (the School) (the Agreement). "Your" and "We/ Us" means both You and the School respectively. The effective date of this Agreement is when You accept this Agreement and access the School's website.

The use of this website is subject to the following terms of use:

### 1. Permission to Use

- i. 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
- ii. The School hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download one copy of the content.
- iii. You agree that You will not:
  - 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
  - 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.

### 2. License to Use Your Information

- i. 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.
- ii. 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.

3. Limitation of liability and Disclaimer

- i. 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. It is subject to change without notice.
- ii. We may amend these terms from time to time. Every time You wish to use the School's website, please check these terms to ensure you understand the terms that apply at that time.
- iii. The content on this web site is not intended to be used as a substitute of any kind for professional advice. Whilst every effort has been made to ensure the accuracy of the information supplied on this website, the School cannot be held responsible for any errors and omissions. Unless otherwise indicated, opinions expressed herein are those of the author of the page and do not necessarily represent the corporate views of the School.
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- v. Your use of any information or materials on this website is entirely at Your own risk, for which We shall not be liable. It shall be Your own responsibility to ensure that any products, services or information available through this website meet Your specific requirements.
- vi. 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.
- vii. 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.

- viii. This website may include information and materials uploaded by other users of the website, including to blogs, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the School's website do not represent the School's views or values.
- ix. In no event will We be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of or in connection with the use of this website. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform to access our site. You should use Your own virus protection software.

#### 4. Copyright

- i. This website contains material which is owned by the Trust. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- ii. All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- iii. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following;
  - you may print or download to a local hard disk extracts for your personal and non-commercial use only.
  - you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material.
- iv. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

#### 5. 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 use the School's website**, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

#### 6. 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:

- 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
- Your use or misuse of the content or this web site, including without limitation infringement claims

#### 7. Governing law

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

8. Dispute resolution

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

9. 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.

10. 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.

11. 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.

12. Enurement

This Agreement shall inure 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.

**Privacy Statement**

[Insert name of the School] and Aquinas Church of England Education Trust (collectively referred to as 'We' or 'Us') acknowledges the importance of the privacy of the users (Your/ You) of its websites. Your right to privacy is an important concern to Us and We wish to protect the privacy of the personally identifiable information You share with Us when You choose to contact Us via the website such as Your name address, email address, phone number, IP address and the page requested. This information is automatically received by Us and stored on our servers.

We only use the information which is provided through the website to help Us provide You with the information You have requested and for other operational and internal purposes. We will only collect Your personal information if You provide it voluntarily. If You do not want this information to be collected by us, please do not submit it. We will never pass any of these details on to any other

party unless legally compelled to do so and We will not retain Your personal information longer than is necessary for the purpose for which it is collected.

We also believe it is important to inform You about how We will use Your personal data, and to give You choices about how Your data will be used. Therefore, We encourage You to read the Trust's Data Protection Policy.

We may from time to time, but are not obligated to, monitor Your use of the web site and collect, store and use personal information about You for providing the service requested. 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 Us by contacting Us in writing.

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.