

## Pol 43– Website Terms of Use Policy



### **1. Introduction**

- 1.1 These terms and conditions shall govern your use of the Olive Secondary School website.
- 1.2 By using the Olive Secondary School website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

### **2. Copyright notice**

- 2.1 Copyright (c) 2017 Olive Secondary School
- 2.2 Subject to the express provisions of these terms and conditions:
  - (a) Olive Secondary School, own and control all the copyright in our website and the material on our website; and
  - (b) All material on the Olive Secondary School website are reserved.

### **3. License to use website**

- 3.1 You may:
  - (a) View pages from our website in a web browser;
  - (b) Download pages from our website for caching in a web browser;
  - (c) Print pages from our website;
  - (d) Stream audio and video files from our website; and

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- (e) Use our website services by means of a web browser,  
Subject to the other provisions of these terms and conditions.
- 3.2 You may only use our school website for your own personal use and you must not use our website for any other purposes.
- 3.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 3.4 Unless you own or control the relevant rights in the material, you must not:
- (a) Republish material from our website;
  - (b) Sell, rent or sub-license material from our website;
  - (c) Exploit material from our website for a commercial purpose; or
  - (d) Redistribute material from our website, save to the extent expressly permitted by these terms and conditions.
- 3.5 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.
- 4. Acceptable use**
- 4.1 You must not:
- (a) Use our school website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
  - (b) Use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

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- (c) Use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of or is linked to any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
  - (d) Conduct any systematic or automated data collection activities in relation to our website without written consent from Olive Secondary School;
  - (e) Access or otherwise interact with our website using any robot, spider or other automated means
  - (f) Violate the directives set out in the robots.txt file for our website; or
  - (g) Use data collected from our website for any direct marketing activity
- 4.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is non-misleading.

### **5. Limited warranties**

5.1 We do not warrant or represent:

- (a) The completeness or accuracy of the information published on our website;
- (b) That the material on the website is up to date; or
- (c) That the website or any service on the website will remain available.

5.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

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5.3 To the maximum extent permitted by applicable law and subject to Section 6.1, Olive Secondary School exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

### **6. Limitations and exclusions of liability**

6.1 Nothing in these terms and conditions will:

- (a) Limit or exclude any liability for fraud or fraudulent misrepresentation;
- (b) Limit any liabilities in any way that is not permitted under applicable law; or
- (c) Exclude any liabilities that may not be excluded under applicable law.

6.2 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

6.3 We will not be liable to you in respect of any loss or corruption of any data, database or software.

6.4 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

### **7. Breaches of these terms and conditions**

7.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

- (a) Send you one or more formal warnings;
- (b) Temporarily suspend your access to our website;
- (c) Permanently prohibit you from accessing our website;

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- (d) Block computers using your IP address from accessing our website;
- (e) Contact your internet service providers and request that they block your access to our website; and/or
- (f) Commence legal action against you, whether for breach of contract or otherwise.

7.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking.

### **8. Third party websites**

8.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

8.2 We have no control over third party websites and their contents, and subject to Section 6.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

### **9. Variation**

9.1 We may revise these terms and conditions from time to time.

9.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

### **10. Assignment**

10.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.



10.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

## **11. Severability**

11.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful, the other provisions will continue in effect.

## **12. Third party rights**

12.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.

12.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **13. Entire agreement**

13.1 Subject to Section 6.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

## **14. Law and jurisdiction**

14.1 These terms and conditions shall be governed by and construed in accordance with the English law.

14.2 Any disputes relating to these terms and conditions shall be subject to the exclusive or non-exclusive jurisdiction of the courts of England.

## **15. About our school**

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15.1 Our school is an independent Secondary school for boys and girls located in Bradford, West Yorkshire.

15.2 Our address is The Olive Foundation, Olive Secondary School, Byron Street, Bradford, BD3 0AD

15.4 You can contact us by writing to the address given above, by using our website contact form, by email to [info@olivesecondary.org.uk](mailto:info@olivesecondary.org.uk) or by telephone on 01274 725005.