

# TERMS AND CONDITIONS

## 1. Incorporation of Terms and Conditions

Thank you for visiting this website. These terms and conditions ("Terms and Conditions") shall apply to your use of [www.worthschool.co.uk](http://www.worthschool.co.uk), [www.worthschool.org.uk](http://www.worthschool.org.uk) and any pages either website contains (together, "the Website"). As such, by continuing to use the Website, you agree to be bound by these Terms and Conditions. If you do not accept these Terms and Conditions, please **DO NOT** continue to use the Website.

If you are a registered user of the Website, you may be subject to additional terms and conditions for example, those imposed by your contract of employment or other relevant policies.

## 2. Information about Worth School

- 2.1 Please note that the Website is operated by Worth School ("the School"/ "we" /"us" / "our"). The School is a company limited by guarantee and registered in England and Wales under company number 4476558. The School's registered office is at Worth School, Paddockhurst Lane, Turners Hill, West Sussex RH10 4SD, which is the School's trading address.
- 2.3 The School's VAT number is 800648256.
- 2.4 The School is a registered charity with registered charity number 1093914 and is regulated by the Charity Commission.

## 3. Accessing the Website

- 3.1 You may access the Website without registering or providing the School with your details. Access to the Website is permitted on a temporary basis.
- 3.2 We reserve the right to withdraw or amend the service we provide on the Website without notice. From time to time we may restrict users' access to some parts of the Website, or to the entire Website.
- 3.3 Although we endeavour to ensure that the Website is available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 3.4 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you

must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

- 3.5 The information on the Website (including information regarding services and products that the School provides) may be incomplete, out of date or inaccurate and may contain technical inaccuracies or typographical errors. It is therefore essential that you verify all such information with us before taking any action in reliance upon it.
- 3.6 The School reserves the right to update the Website at its sole discretion. Thus, such information may be changed or updated without notice.
- 3.7 The School may also improve, or change the design or content of the Website again, without notice.
- 3.8 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these Terms and Conditions, and that they comply with them.

#### **4. Intellectual Property Rights**

- 4.1 The School is the owner or the licensee of all intellectual property rights in the Website, and in the material published on the Website. The content of the Website is protected by copyright laws and treaties around the world. All such rights are reserved. You acknowledge that all intellectual property rights in the Website are owned by, or licensed by other parties to, the School.
- 4.2 The copying or incorporation into any other work of part or all of the material available on the Website in any form is strictly prohibited, save that you may:
  - 4.2.1 print off one copy, and may download extracts, of the material on the Website for your personal reference or use, and you may draw the attention of others within your organisation to material posted on the Website; or
  - 4.2.2 copy the material on the Website for the purpose of sending to individual third parties for their personal information, provided that you acknowledge the School as the source of the material and that you inform the third party that these Terms and Conditions apply to them and that they must comply with them.

- 4.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way from the Website, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 4.4 Subject to the conditions set out in clauses 4.1 and 4.2 above, you may not assign, sub-license, transfer or otherwise deal with any of your rights under these Terms and Conditions.
- 4.5 The School's status (and that of any identified contributors) as the authors of material on the Website must always be acknowledged.
- 4.6 You must not use any part of the materials on the Website for commercial purposes without obtaining a licence to do so from us.
- 4.7 If you breach any of the provisions in these Terms and Conditions, or print off, copy or download any part of the Website in breach of these Terms and Conditions, your authorisation to access or use the Website automatically terminates, and any information downloaded or printed from the Website shall be deemed to be in violation of these Terms and Conditions and must be immediately destroyed.

## **5. Material on the Website**

- 5.1 Commentary, materials and information posted on the Website is not intended to amount to advice on which reliance should be placed. Subject to clause 7.2, we have no liability or responsibility for any reliance placed on such items by any visitor to the Website, or by anyone who may be informed of any of its contents.

## **6. Links**

- 6.1 Where the Website contains links to other websites and resources provided by third parties, these links are provided for your information only. Please understand that these sites and resources are independent from the School, and that we make no representation and have no liability or responsibility for them or for any loss or damage that may arise from your use of them.
- 6.2 In addition, a link to a non-School website does not mean that the School endorses or accepts any responsibility for the content, or the use, of such website or the products and/or services offered on such website. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojans and other items of a destructive nature.

6.2 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

6.3 You must not frame the Website on any other website.

## **7. The School's liability**

7.1 The material displayed on the Website is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, the School and any third parties connected to the School, hereby expressly exclude:

7.1.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity;

7.1.2 any liability for any direct, indirect or consequential loss or damage incurred by you in connection with the use, or inability to use, the Website, any websites linked to the Website or any materials posted on either, including, without limitation any liability for:

(i) loss of income or revenue; (ii)

loss of business;

(iii) loss of profits or contracts;

(iv) loss of anticipated savings; (v)

loss of data;

(vi) loss of goodwill;

(vii) wasted management or office time; and

(viii) any other loss or damage of any kind,

however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of, or damage to, your tangible property or any other claims for direct financial loss that are not excluded by any of the categories above.

7.2 Nothing in these Terms and Conditions limits the School's liability for death or personal injury arising from the School's negligence, nor the

School's liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

## **8. Information about you and your visits to our site**

- 8.1 We process information about you in accordance with our privacy policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

## **9. Viruses, hacking and other offences**

- 9.1 You must not misuse the Website site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.
- 9.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. The School may at its discretion report any such breach to the relevant law enforcement authorities and will co- operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.
- 9.3 Without prejudice to the generality of clause 7 above, the School will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

## **10. Global nature of the Website**

- 10.1 You recognise the global nature of the Website and thus agree to comply with all applicable local laws in your jurisdiction when using the Website. In particular, you agree to comply with all relevant laws regarding transmission of technical data sent out from your jurisdiction and the European Economic Area.
- 10.2 Information that the School publishes on the Website may contain references or cross-references to services or products that are offered by the School but that are not announced or available in your country. Such references do not imply that the School intends to announce such services or products in your country. You are advised to consult the

School for information regarding those services or products which may be available to you.

10.3 The School does not warrant that the materials on the Website are suitable for use outside the United Kingdom. As such, accessing such materials where the material on the Website is unlawful or illegal is strictly prohibited. In the event you choose to access the Website from locations outside the United Kingdom, you are solely responsible for your actions.

## **11. Jurisdiction and applicable law**

11.1 Subject to clause 11.3, the English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website.

11.2 Subject to clause 11.3, you agree that these Terms and Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claim) shall be exclusively governed in accordance with the law of England and Wales.

11.3 We retain the right to bring proceedings against you for breach of these Terms and Conditions in your country of residence or any other relevant country.

## **12. Variations**

12.1 We may revise these Terms and Conditions at any time by amending this page. You must check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms and Conditions may also be superseded by provisions or notices published elsewhere on the Website.

## **13. Your concerns**

13.1 If you have any concerns about material which appears on the Website, or if you wish to make use of material on the Website other than in as detailed above, please contact [information@worth.org.uk](mailto:information@worth.org.uk).

Reviewed: 14 September 2021