

Wheatley Hill Primary School Website - Terms & Conditions



Access to this web site (the "Web Site") is subject to and in accordance with the following terms and conditions. Please read these terms and conditions carefully before using this site. These terms and conditions are between ("we/us/our") and you (on behalf of yourself and/or the company, member, or supplier for which you have registered) the user of this Web Site ("you").

On accessing the Web Site on this occasion and on each subsequent occasion you will be deemed to have accepted all of the terms and conditions that apply to its use and to the facilities, services and information provided by it. We reserve the right to alter these terms and conditions at any time and it is your obligation to check if changes have been made. Your use of the Web Site after changes are posted on-line will constitute acceptance of the new terms and conditions.

1 Content of the web site

This Web Site, and any content contained on it, is for information purposes only. We do not warrant that any information contained in this web site is accurate, up to date or complete.

We do not accept any liability arising from any inaccuracy or omission in any of the information on this Web Site or any liability in respect of information on this Web Site supplied by you, any other user or any other person.

2 Registration and information submitted by you

In the event that it is necessary for you to register in order to view certain parts of this Web Site, you are obliged to provide accurate and complete registration information.

We reserve the right (and you hereby consent) to:

- delete any information submitted by you from our databases and/or records; and
- block any information submitted by you which contains viruses or other potentially damaging material to the Web Site, our system, users of the Web Site or our employees.

3 Intellectual Property

You acknowledge that all trade marks, names and logos on the Web Site are the proprietary marks of us. To the extent that there are marks identifying third parties, these are owned or licence by those third parties and nothing in these terms and conditions in any way confers on you any licence or right under any trade marks, name or logos.

All rights, including copyright, in the content of this Web Site and in the photographs, diagrams or any other illustrations of our products displayed on it are owned or controlled by us.

You may not, without the prior written consent of us:

- copy, reproduce, modify, republish, adapt, alter or in any way commercially exploit any of the content of this Web Site
- redistribute any of the content of this Web Site
- remove the copyright or trade mark notice(s) from any copies of content made in accordance with these terms and conditions

For the avoidance of doubt "School Logo & Partnership Logo" is a trade mark of us. It may not be used in connection with any product or service that is not ours, or in any manner that is likely to cause confusion to other persons, or in any manner that disparages or discredits us.

4 Privacy

You acknowledge and agree to be bound by the terms our privacy statement.

5 Links to web sites outside the control of us

This Web Site may contain links to other web sites, which are outside our control. We are not responsible for these third party web sites, or for their content. We are providing the link for your convenience and are not endorsing the third party's web site, products or services in any way. Using automatic links to gain access to such sites is entirely at your own risk.

6 Liability

We take all steps that we consider in our sole discretion necessary in order to provide you with a reliable service. We exclude, however, to the fullest extent permitted by law, any liability for the security or availability of the services on the Web Site or for any disruption of our web site however caused.

We provide the Web Site on an "as is" basis and make no warranties or representations of any kind as to the Web Site or its content. We make no representations or warranties about the accuracy, completeness or suitability for any purpose of the content published on the Web Site. Any liability, however it occurs, for any such inaccuracies or errors is expressly excluded to the fullest extent permitted by law.

7 Indemnity

You agree to indemnify and hold us and any of our officers, employees and agents harmless from and against all and any expenses, losses, liabilities, damages, costs or expenses incurred or suffered and any claims or legal proceedings which are brought or threatened, in each case arising from your use of, or conduct on, the Web Site and/or a breach of these terms and conditions.

8 Termination

We may terminate the provision of the Web Site or restrict your access to it without any prior notice to you.

9 Notices

Unless otherwise expressly stated in these terms and conditions, all notices from you to us must be in writing and sent to our contact address at:

Wheatley Hill Community Primary School
Wheatley Hill
DH6 3RQ

All notices from us to you will be displayed on the Web Site from time to time.

10 Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these conditions will not be affected.

11 Third Party Rights

A person who is not a party to these terms and conditions has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

12 Governing Law

These terms and conditions are governed by and will be interpreted in accordance with English law and the English courts will have exclusive jurisdiction to resolve any disputes between us.