

## TERMS OF USE OF [WWW.PURCELL-SCHOOL.ORG](http://WWW.PURCELL-SCHOOL.ORG)

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms set out the rules for using our website, [www.purcell-school.org](http://www.purcell-school.org) (Site).

### BY USING THE SITE, YOU ACCEPT THESE TERMS

If you do not agree to these terms, you must not use the Site.

## 1. Introduction

### *Who we are*

The Site is operated by The Purcell School, a company limited by guarantee and not having a share capital registered in England and Wales under company number 00759327, with its registered office at Aldenham Road Bushey, Watford, Hertfordshire, WD23 2TS. We are also a registered charity, registered with the Charity Commission for England and Wales under charity number 312855.

To contact us, please see the “Contact Us” page of the Site or click [here](#).

### *There are other terms that may apply to you*

These terms refer to the following additional documents, which also apply to your use of the Site:

- Our Privacy Policy (available [here](#)), which sets out the terms on which we process the personal data we collect from you, or that you provide to us. By using the Site, you warrant that all data and information provided by you is accurate.
- Our Cookie Policy (available [here](#)), which sets out information about the cookies on the Site.

## 2. Our rights

### *We may make changes to these terms*

We may amend these terms from time to time without notice to you. Every time you wish to use the Site, you should check these terms to ensure that you understand the terms that apply at that time.

### *We may make changes to the Site*

We may update and change the Site from time to time without notice to you.

### *We may suspend or withdraw the Site*

The Site is made available free of charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of

the Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

### **3. Intellectual property rights in the Site**

We are the owner or the licensee of all intellectual property rights in the Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved, which means that you cannot reproduce, duplicate, copy or re-sell any part of the Site without our prior permission.

### **4. Your use of the Site**

*How you may use the material on the Site*

You may print off one copy, and may download extracts, of any page(s) from the Site for your personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Site must always be acknowledged.

You must not use any part of the content on the Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Site in breach of these terms of use, your right to use the Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

*You must not introduce bugs and viruses, or otherwise misuse the Site*

You must not misuse the Site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that is malicious or technologically harmful.

You must not attempt to gain unauthorised access to the Site, the server on which the Site is hosted or any server, computer or database connected to the Site.

You must not attack the Site via a denial-of-service attack or a distributed denial-of-service attack.

A breach of these provisions could constitute a criminal offence under the Computer Misuse Act 1990. Accordingly, we will report any such breach to the relevant law enforcement authorities and we will co-operate fully with those authorities, which may include disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

### **5. Our liability to you**

*We are not responsible for use in any location other than the UK*

We do not represent that, and will not be liable for, the content available on or through the Site is appropriate for use or available in other locations other than in the UK.

### *Do not rely on information on the Site*

The content on the Site is provided for your general information only and is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date, and are not liable to you for the same.

### *Websites that we link to*

For parents of our current pupils, we provide access to our bespoke SIMS Learning Gateway through the Site. This service is provided by Capita Children's Services, which is a trading name of Capita Business Services Limited, a company registered in England and Wales under company number 02299747 and with its registered office at 71 Victoria Street, Westminster, London, SW1H 0XA.

Please note in particular that the SIMS Learning Gateway is a website owned and operated by a third party and is subject to its own terms of use and privacy policy, which will govern your use of the SIMS Learning Gateway while you use that website. Please click [here](#) for the terms of use, and [here](#) for the privacy policy that applies to the SIMS Learning Gateway.

All other links from the Site to other websites and resources provided by third parties are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or the information you may obtain from them.

We have no control over the content of those websites or resources and are not liable to you for their contents.

### *We are not responsible for viruses*

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

### *Our responsibility for loss or damage suffered by you*

We are not liable for any loss or damage that arises from the use of the Site by another user in breach of these terms.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business user, we:

- exclude all implied conditions, warranties, representations or other terms that may apply to the Site, or any content on it.
- will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the:
  - use of, or inability to use, the Site; or

- use of, or reliance on, any content displayed on the Site.
- will not be liable for your:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

If you are a consumer user, please note that:

- we only provide the Site for domestic and private use;
- you agree not to use the Site for any commercial or business purposes; and
- we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you, and the defective digital content is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that was caused by you failing to correctly follow installation instructions or to have in place such minimum system requirements advised by us.

Nothing in these terms affects any of the limitations and exclusions of liability set out in any other legal document of ours (including, without limitation, the Privacy Policy, Cookie Policy and any other policies or contracts that may apply between you and us).

## **6. Rules about linking to the Site**

You may link to the Site, provided that you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

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.

You must not establish a link to the Site in any website that is not owned by you.

The Site must not be framed on any other website.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on the Site other than that set out above, please contact PR and Communications Department at The Purcell School, Aldenham Road Bushey, Watford, Hertfordshire, WD23 2TS or at [publicity@purcell-school.org](mailto:publicity@purcell-school.org).

## **7. Applicable law**

If you are a consumer, these terms of use, their subject matter and their formation, are governed by English law and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any claim or dispute arising under, or in connection with, these

terms of use, except that, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law and we both agree to the exclusive jurisdiction of the courts of England and Wales.