

Terms of Website Use

This page (together with the documents referred to on it) tells you the terms of use ("Terms") on which you may make use of our website, www.kingedwardvi.bham.sch.uk, (the "website"), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the website. By using our website, regardless of how you access it, you confirm that you accept these terms and that you agree to abide by them. If you do not agree to these terms of use, please do not use our website.

1 Information about us

- 1.1 The website is operated by King Edward VI Handsworth School ("we" "us", "our" or "The School" as the context permits).
- 1.2 We are a charitable company limited by guarantee, registered in England and Wales, company number 7656363], registered office Rose Hill Road, Handsworth, Birmingham B21 9AR.

Details about us are set out on our Home page, www.kingedwardvi.bham.sch.uk. If you have any questions regarding these Terms, you should contact webmaster@kingedwardvi.bham.sch.uk.

2 Information about you and visits to our website

- 2.1 Where we collect the personal data that you may volunteer whilst using the website (such as mailing lists for school updates and newsletters), we will state the purpose and proposed use of such data. All personal data will be processed in accordance with our Privacy Policy (<http://www.kingedwardvi.org/privacy-policy/>). By using our website, you consent to such processing and you confirm that all data provided by you is accurate.
- 2.2 In order to continuously improve our website, we use tracking technology, such as cookies, for collecting information required for the system administration of the website. The system does not collect any personal identifiable information.

3 Access and use of the website

- 3.1 Access to our website is permitted on a temporary basis, and we reserve the right to withdraw or amend any service we provide on our website without notice (see below). We will not be liable if for any reason our website is unavailable at any time or for any period.
- 3.2 We will use our reasonable endeavours to make the website available but cannot guarantee that the website will operate continuously or without interruptions or be error-free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of the website and in particular you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. You are also advised to use appropriate antivirus software before and during access to the website.
- 3.3 We reserve the right, at any time, to suspend or terminate your access to, or use of, the website.
- 3.4 We may restrict access to some parts of our website to users who have registered with us.
- 3.5 Where you choose or are provided with, a personal ID 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 personal ID 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 of use.
- 3.6 Emails and attachments sent to a member of our staff may be monitored and read and we reserved the right to reject, return or delete any messages which are considered to be inappropriate or unsuitable.

4 Other applications, products and services available on our website

Where you access any software applications licensed through our website, or purchase any product or use any services available through our website, the use of such resources maybe subject to separate terms and conditions, in addition to these Terms.

Intellectual Property Rights

- 4.1 We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You may print off one copy, and may download extracts, of any page(s) from our website for your personal reference and you may draw the attention of others within your organisation to material posted on our website.
- 4.3 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.
- 4.4 You may not create a database by systematically downloading substantial parts of the website.
- 4.5 Our status (and that of any identified contributors) as the authors of material on our website must always be acknowledged.
- 4.6 You must not use any part of the materials on our site for commercial purposes without first obtaining a licence to do so in writing from us or our licensors.
- 4.7 If you print off, copy or download any part of our website in breach of these terms of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

5 Linking to our website

- 5.1 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.
- 5.2 You must not establish a link from any website that is not owned by you.
- 5.3 Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page. We reserve the right to withdraw linking permission without notice.
- 5.4 If you wish to make any use of material on our site other than as set out above, please address your request to webmaster@kingedwardvi.bham.sch.uk.

6 Disclaimer

- 6.1 We have taken care to ensure that the information on the website is correct. However, no warranty, express or implied, is given as to its accuracy and we do not accept any liability for error or omission. We are not responsible for how the information is used, how it is interpreted or what reliance is placed on it. We do not guarantee that the information on the website is fit for any particular purpose.
- 6.2 The content of the website is for general information only and does not constitute any form of advice or recommendation upon which a specific decision should be made. We have taken steps to ensure the materials contained on its website are current and accurate, but to the fullest extent permitted by law we hereby exclude any warranty, whether express or implied, by statute, at common law or otherwise, relating to the website and the material contained on the website, in particular (but without limitation of the above), we give no warranties as to quality, accuracy, timeliness, completeness or fitness for a particular purpose of the website or of the material contained in it.
- 6.3 To the fullest extent permitted by law, we shall not be liable for any claims, costs, penalties, loss (whether direct, indirect or consequential and whether economic or special loss of any nature), damages or expenses arising from the use or from the inability to use the website or from reliance on information or on advice contained on the website or from any unauthorised access or alteration to the website by a third party.
- 6.4 Nothing in these Terms shall exclude our liability for death or personal injury directly caused by our negligence, nor any other liability which cannot be excluded or limited under applicable law.
- 6.5 The website includes links to external websites. These links are provided to help you find additional information quickly and easily. We accept no responsibility for the content of these websites and specifically exclude (to the fullest extent permitted by law) all liability that may arise with respect to or as a result of such material causing damage, costs, injury or financial loss of any kind. We shall not be

responsible for the protection and privacy of any information that you provide whilst visiting these websites.

- 6.6 Whilst the website may from time to time contain advertising material, we do not endorse or accept any liability for any of the products or services so advertised, or for any error or inaccuracy in the advertisements. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the website complies with all relevant laws.

7 **General**

- 7.1 These Terms are not intended to confer any benefit on a third party under the provision of the Contracts (Rights of Third Parties) Act 1999.
- 7.2 These Terms shall be construed and interpreted in accordance with English law. The courts of England shall (except as set out in clause 8.3) have exclusive jurisdiction in relation to any claim, dispute or other matters arising from this.
- 7.3 For the exclusive benefit of the School, we reserve the right to bring proceedings in the courts of the country of residence of any user of the website.
- 7.4 If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which shall continue to have full force and effect.
- 7.5 The failure by us to exercise any right or remedy under these Terms shall not constitute a waiver of that right or remedy.

8 **Website Support**

- 8.1 If you have any comments or queries about this website, or wish to report a broken link please contact:
webmaster@kingedwardvi.bham.sch.uk