

WEB SITE TERMS AND CONDITIONS

All copyright and other rights that subsist in the home page and in the sub-domain pages of the www.giggleswickschool.co.uk ("the Site") are owned by Giggleswick School (Registered Charity No 1109826) ("the School") or other parties.

All use of the Site is subject to the following terms and conditions of use:

1. If you are not using the Site on behalf of a member of Giggleswick School, you may browse, download, view, print, copy onto the hard disk of your computer (but not photocopy) and use all material from the Site for your own personal, non-commercial purposes as a personal information resource in good faith only. Any other type of use requires the prior written agreement of Giggleswick School.

2. If you are using the Site on behalf of a member of Giggleswick School and are authorised to do so, you may use the material on the Site in good faith for the purposes of promoting efficient and effective administration and carrying out ancillary services at the independent school in question.

The remaining Clauses of these Terms of Use apply to all users of the Site.

3. You will not use the Site:

(a) for the posting, uploading, emailing or other transmission of any material, the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;

(b) in any way which is abusive, defamatory or obscene or which will harass, distress or inconvenience any person or which might restrict or inhibit the use and enjoyment of the Site by any person;

(c) for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;

(d) for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;

(e) to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site;

(f) to transmit or re-circulate any material obtained from the Site to any third party;

(g) in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms; or

(h) in any way that might bring Giggleswick School into disrepute.

4. You hereby grant Giggleswick School a non-exclusive, royalty-free, perpetual and worldwide licence to republish any material you submit, post, upload, email or otherwise transmit to them or to the Site in any format, including without limitation print and electronic format.

5. Giggleswick School shall have the right to refuse to allow you access to any of the pages on the Site at any time and for any reason without giving you any advance notice and Giggleswick School shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of Giggleswick School or its employees) arising from your inability to access any of the pages on the Site.

6. Whilst every effort has been taken to ensure the accuracy of the information provided by Giggleswick School, its employees and agents in these pages, the contents of the Site are naturally subject to change from time to time. **YOU ARE RESPONSIBLE FOR CHECKING THE ACCURACY OF RELEVANT FACTS AND OPINIONS GIVEN ON THE SITE BEFORE ENTERING INTO ANY COMMITMENT BASED UPON THEM.**

7. Giggleswick School cannot guarantee that your use of the Site will be free from error and/or uninterrupted. Giggleswick School, its Governors, its employees and its representatives exclude, in so far as it is legally possible, all liability and responsibility for any damages (other than liability for death or physical injury arising out of the negligence of Giggleswick School or its officers) including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of, data, or profits, whether in action of contract, negligence or other tortious action, arising out of, or in connection with, any information on the Site or any other Internet sites or the use thereof.

8. You acknowledge that communications via email or over the Internet can never be entirely reliable or secure and if you chose to communicate with Giggleswick School through these mediums you accept that your messages might be lost or intercepted through no fault of Giggleswick School.

9. Some of the pages on the Site include links to external third party websites. These links are included to give you the opportunity to access other pages that it is felt may be of interest or assistance to you. Giggleswick School is not responsible for the content of these Internet sites. Furthermore, on some of the pages of those external websites you may be informed of the opportunity of entering into agreements with third parties. Giggleswick School is not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.

10. Whilst effort has been taken to ensure that the Site is free from viruses, Giggleswick School gives no warranties it will always be free from viruses and you are responsible for ensuring that you have installed adequate and up-to-date virus-checking software. Giggleswick School excludes, in so far as it is legally possible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of Giggleswick School or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of the Site.

11. The names, images and logos identifying Giggleswick School or third parties and their products and services, are the proprietary marks of Giggleswick School, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and Giggleswick School reserves all rights to enforce such rights that it might have.

12. These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the Site after any variation has been posted.

13. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

14. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to the Site shall be exclusively subject to the jurisdiction of the courts of England and Wales.

15. Data Protection

15.1 Giggleswick School is registered under, and will process your personal data in accordance with, data protection legislation.

15.2 You hereby agree that the information you submit via the Site and any other information sent to Giggleswick School by you or otherwise obtained by Giggleswick School about you ("the Personal Data") may be processed by Giggleswick School for the purposes of:

- (a) enabling Giggleswick School to carry out its administrative functions;
- (b) enabling Giggleswick School to operate the Site;
- (c) providing you with information by email or other means;
- (d) providing you with information about products and services of Giggleswick School and other parties;
- (e) statistical analysis;
- (f) assessing and evaluating the use that is being made of the Site; and
- (g) information and databank compilation and administration.

THE PROCESSING OF THE PERSONAL DATA MAY INVOLVE GIGGLESWICK SCHOOL DISCLOSING YOUR DETAILS TO REGULATORY BODIES AND/OR OTHER THIRD PARTIES.

15.4 The Site uses cookies for collecting user information and the data collected in this way may be processed in the same way as other data submitted to Giggleswick School (and outlined above) and for the same purposes.