



TERMS OF USE OF www.kingsmeadschool.com

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PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These terms set out the rules for using our website www.kingsmeadschool.com

Who we are and how to contact us

The Site is a site operated by The Kingsmead School, Hoylake. We are a registered charity with number 00885772 and our main trading address is Kingsmead School, Bertram Drive, Hoylake, Wirral, CH47 0LL.

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

To contact us, please email enquiries@kingsmeadschool.com

There are other terms that may apply to you

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

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

Our Rights

- We may make changes to these terms
- We may amend these terms from time to time. Every time you wish to use the Site, you should check these terms to ensure 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.

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, copy, duplicate or resell any part of the Site without our prior permission.

Your use of the Site

How you may use 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, nor may you use the Site or any extract from it for any illegal or immoral purpose.
- 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 keep your account details safe
- 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. 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 reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at enquiries@kingsmeadschool.com
- 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, any user, the server on which the Site is stored 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 this provision, 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.

Our liability to you

Do not rely on information on this site

- The content on the Site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Site.
- 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.
- We are not responsible for websites we link to
- Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- We have no control over the contents of those sites or resources.
- User-generated content is not approved by us
- The Site may include information and materials uploaded by other users of the Site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Site do not represent our views or values. 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 programs and platform to access the Site. You should use your own virus protection software.

If you wish to complain about information and materials uploaded by other users, please contact us on enquiries@kingsmeadschool.com

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 you or any other user that is 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:
 - 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 this 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 you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the 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 and Cookie Policy).

Your liability to us:

You are responsible for all uses of your account and/or internet connection. You must ensure that your account details are kept confidential and that all persons who access the Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Rules about linking to the Site

You may link to the Site, provided 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 site.

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 enquiries@KingsmeadSchool

Applicable law

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction 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. We both agree to the exclusive jurisdiction of the courts of England and Wales.