

# Terms Of Use

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## Definitions

In the context of these terms and conditions, the following words shall have the following meanings:

"**Boldon School**" means Boldon School located at New Road, Boldon Colliery, Tyne & Wear, NE35 9DZ

"**Website**" means any website under the ownership or control of **Boldon School** from which a link has been created to these terms and conditions;

"**Material**" means all of the information, data, text, graphics, links or computer code published on, contained or available on the Website;

"**User**" means the individual, firm, company or organisation accessing this website or making an Order;

## Applicable terms and conditions

The **Website** is owned by **Boldon School** and any use made of this site is subject to these terms and conditions. **Boldon School**, at its sole discretion, will modify or revise these terms and conditions at any time by updating the text of this page.

## Use of the Website

Anyone is entitled to view any non-password protected parts of the **Website** and to use for their own purposes the information contained therein, provided:

- It is used for information purposes only, for reproduction for personal use only and not for reproduction on any other website or for commercial gain.
- Any links created to the **Website** are notified to and approved by **Boldon School** before they are created.
- No part of the **Website** is copied, stored in a retrieval system, or transmitted in any form or by any means to any third party without the written permission of **Boldon School**.

## Disclaimer

The **Website** is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. **Users** should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in this **Website**. So far as permissible by law, **Boldon School** does not accept any liability to any person relating to the use of any such information.

Whilst **Boldon School** has taken every precaution in compiling this site neither it nor any contributors to the site can be held responsible for any action (or the lack thereof) taken by any person or organisation wherever they shall be based, as a result, direct or otherwise, on information contained in or accessed through this internet site.

## Target audience

The **Website** is intended for information primarily by **Boldon School** pupils and parents of those pupils, and only in relation to the activities of **Boldon School**. **Boldon School** does not represent or warrant that the information accessible via the **Website** is accurate, complete or correct. **Boldon School** has no liability whatsoever in respect of any use that you make of such information except in the case of personal injury or death caused by the negligence of **Boldon School**.

The **Material** provided on this **Website** has not been written to meet individual requirements and it is your sole responsibility to satisfy yourself prior to using the information in any way for your purposes. Before making any decisions based on the **Material** contained on the **Website**, you are strongly advised to refer to alternative, independent sources of information to substantiate the basis for your decision.

## **Warranty and indemnity**

The **User** warrants to **Boldon School** that it will not use the **Website**, the **Material** or any part thereof for any purpose that is in contravention of any applicable law or regulation or in a manner that will infringe the copyright, trademarks, service marks or other intellectual property rights of third parties or violate the privacy, publicity or other personal rights of others or in any defamatory, obscene, threatening, abusive or hateful manner. The **User** shall indemnify **Boldon School**, its employees and agents, harmless against all claims, liability, losses, damages and expenses including, without limitation, legal fees and costs arising out of or incurred as a result of any claims made, or litigation brought, against **Boldon School**, its employees and agents, as a result of the use by the **User** of the **Website**, the **Material** or any part thereof for whatever purpose, to the fullest extent permitted by law.

## **Limitation of liability**

**Boldon School** hereby disclaims all warranties and conditions with regard to the **Material** and any goods or services supplied in relation to the **Website**, whether express or implied or statutory (including all implied warranties and conditions of merchantability and fitness for a particular purpose). In no event shall **Boldon School** be liable for any indirect, punitive, special, incidental, or consequential damages whatsoever even if **Boldon School** has been advised of the possibility of damages including, without limitation, damages for loss of use, data or profits arising out of or in any way connected with the use or performance of the **Website**, interruptions or delays to the **Website**, the provision of or failure to provide services, or for any information, **Material**,

goods and services obtained through the **Website** or otherwise arising out of the use of the **Website**, whether based on contract, tort or otherwise to the fullest extent permitted by law.

## **Third party websites**

The **Website** contains links to websites operated by parties other than **Boldon School**. Such links are provided for the **User's** convenience only. **Boldon School** does not control such websites, and is not responsible for their content. **Boldon School's** inclusion of links to such websites does not imply any endorsement of the material on such websites or any association with their operators. The **User** is solely responsible for evaluating the accuracy and completeness of any information contained on the third party websites, and also the value and integrity of any goods and services offered by such websites.

## **Privacy and Data Protection**

Our Privacy Statement can be read in full within the website.

## **Viruses**

Whilst **Boldon School** makes all reasonable attempts to exclude viruses from the website it cannot ensure such exclusion and no liability is accepted for damage caused through the downloading of viruses. Therefore, you are recommended to take all appropriate safeguards before downloading information from the **Website**.

## **Online Transactions**

**Boldon School** reserves the right to vary event registration fees and the prices of any goods or services listed without notice. All event registrations and orders for goods or services are subject to availability and **Boldon School** reserves the right to refuse to accept any registration and to refuse to supply any goods or services to any individual.

## Encryption

Any loss incurred or sustained by any **User** who transmits information by means of email or other Internet links shall be borne solely and exclusively by such **User** and in no event shall any such loss in whole or part be borne by **Boldon School** or its agents.

## Force majeure

**Boldon School** shall not be held to be in breach of its obligations hereunder nor liable to the **User** for any loss or damage which may be suffered by another party due to any cause beyond its reasonable control including without limitation any act of God, fire, storm, flood, lightening, disease, strike, trade dispute, act of terrorism, any act or omission of government or regulatory bodies or communications operators.

## General

If any provisions of these terms and conditions are held to be invalid or unenforceable, the validity or enforceability of the remaining provisions shall not be affected.

These terms and conditions constitute the entire agreement between **Boldon School** and the **User** and supersede all other (prior or contemporaneous) communications and proposals, whether electronic or written, between the **User** and **Boldon School**.

Any failure of **Boldon School** to exercise or enforce any of its rights under these terms and conditions shall not be deemed to be a waiver of any such rights or operate so as to bar the subsequent exercise or enforcement of any such rights.

## Jurisdiction

The terms and conditions and the use by the **User** of the **Website** shall be governed by the laws of England and Wales, and the parties hereto submit to

the exclusive jurisdiction of the English courts in all disputes arising out of or relating to the **Website** and/or any transactions made on the **Website**, or these terms and conditions.