



WILLIAM MURDOCH PRIMARY SCHOOL

TERMS AND CONDITIONS (TERMS OF USE)

BACKGROUND:

This agreement applies as between you, the User of this Web Site and William Murdoch Primary School the owner(s) of this Web Site. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“William Murdoch Primary School”	means William Murdoch Primary School, Antrobus Road, Handsworth, Birmingham. B21 9NT
“Service”	means collectively any online facilities, tools, services or information that William Murdoch Primary School makes available through the Web Site either now or in the future;
“Premises”	Means our place(s) of business located at Antrobus Road, Handsworth, Birmingham. B21 9NT
“System”	means any online communications infrastructure that William Murdoch Primary School makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by William Murdoch Primary School and acting in the course of their employment; and
“Web Site”	means the website that you are currently using (https://www.williammurdoch.bham.sch.uk/) and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. **Intellectual Property**

- 2.1 Subject to the exceptions in Clause 3 of these Terms and Conditions, all Content included on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of William Murdoch Primary School, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other laws.
- 2.2 Subject to Clause 4 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by William Murdoch Primary School.

3. **Third Party Intellectual Property**

- 3.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
- 3.2 Subject to Clause 4 or you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Web Site or unless given express written permission to do so by the relevant manufacturer or supplier.

4. **Fair Use of Intellectual Property**

Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

5. **Links to Other Web Sites**

This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of William Murdoch Primary School or that of our affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.

6. **Links to this Web Site**

Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site <https://www.williammurdoch.bham.sch.uk/> without prior permission. Deep linking (i.e. links to specific pages within the site) requires the express permission of William Murdoch Primary School. To find out more please contact us by email at enquiry@williammurdoch.bham.sch.uk or William Murdoch Primary School, Antrobus Road, Handsworth, Birmingham 21 9NT or by telephone 0121 554 0999.

7. **Use of Communications Facilities**

- 7.1 When using the enquiry form or any other System on the Web Site you should do so in accordance with the following rules:
- 7.1.1 You must not use obscene or vulgar language;
- 7.1.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

- 7.1.3 You must not submit Content that is intended to promote or incite violence;
 - 7.1.4 It is advised that submissions are made using the English language as we may be unable to respond to enquiries submitted in any other languages;
 - 7.1.5 The means by which you identify yourself must not violate these terms of use or any applicable laws;
 - 7.1.6 You must not impersonate other people, particularly employees and representatives of William Murdoch Primary School or our affiliates; and
 - 7.1.7 You must not use our System for unauthorised mass-communication such as “spam” or “junk mail”.
- 7.2 You acknowledge that William Murdoch Primary School reserves the right to monitor any and all communications made to us or using our System.
- 7.3 In order to use the enquiry form and any other communication facility that may be added in the future on this Web Site, you are required to submit certain personal details. By continuing to use this Web Site you represent and warrant that:
- 7.3.1 Any information you submit is accurate and truthful; and
 - 7.3.2 You will keep this information accurate and up-to-date.

8. **Privacy**

Use of the Web Site is also governed by our Privacy Policy which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, please click on the link above.

9. **Disclaimers**

- 9.1 William Murdoch Primary School makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Services.
- 9.2 No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.
- 9.3 No part of this Web Site is intended to constitute a contractual offer capable of acceptance. No goods and / or services are sold through this Web Site and product and / or service details are provided for information purposes only
- 9.4 Whilst every effort has been made to ensure that all graphical representations of products and / or descriptions of services available from William Murdoch Primary School correspond to the actual products and / or services, William Murdoch Primary School is not responsible for any variations from these descriptions.
- 9.5 William Murdoch Primary School does not represent or warrant that such products and / or services will be available from us or our Premises. For this reason, please contact us prior to visiting if you wish to enquire as to the availability of any products and / or services. Any such enquiry does not give rise to any express or implied warranty that the products and / or services forming the subject matter of your enquiry will be available upon your arrival at our Premises.

9.6 All pricing information on the Web Site is correct at the time of going online. William Murdoch Primary School reserves the right to change prices and alter or remove any special offers from time to time and as necessary.

10. **Availability of the Web Site**

The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

William Murdoch Primary School accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

11. **Limitation of Liability**

11.1 To the maximum extent permitted by law, William Murdoch Primary School accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own risk.

11.2 Nothing in these terms and conditions excludes or restricts William Murdoch Primary Schools liability for death or personal injury resulting from any negligence or fraud on the part of William Murdoch Primary School.

11.3 Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

12. **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

13. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

14. **Notices**

All notices / communications shall be given to us either by post to our school (see address above) or by email to enquiry@williammurdoch.bham.sch.uk Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

15. **Law and Jurisdiction**

These terms and conditions and the relationship between you and William Murdoch Primary School shall be governed by and construed in accordance with the Law of England and Wales and William Murdoch Primary School and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.