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This is an agreement between you (You) and St George's CE Primary School (the School) (the Agreement). "Your" and "We/ Us" means both You and the School respectively. The effective date of this Agreement is when You accept this Agreement and access the School's website.

The use of this website is subject to the following terms of use:

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- i. The School may from time to time, but is not obligated to, monitor your use of the web site and collect, store and use personal information about You for providing service you may of requested and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have.
- ii. With the exception of personal information, You hereby grant to the School the perpetual, unlimited, royalty-free, worldwide, nonexclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this web site or which is sent to the School by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any



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- i. The content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. It is subject to change without notice.
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- ix. In no event will We be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of or in connection with the use of this website. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform to access our site. You should use Your own virus protection software.

4. Copyright

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- iv. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

5. Termination

This Agreement is effective until terminated by the School, with or without cause, in the School's sole and unfettered discretion. The School may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the School shall be in addition to and without prejudice to such rights and remedies as may be available to the School, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to use the School's website, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

6. Indemnity

You agree at all times to indemnify, defend and hold harmless the School, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the School directly or indirectly in respect of:



- any information or other content You provide on or through this web site or which is sent to the School by e-mail or other correspondence; or
- Your use or misuse of the content or this web site, including without limitation infringement claims

7. Governing law

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

8. Dispute resolution

In the event of a dispute, we agree to submit to the jurisdiction of the British courts.

9. Interpretation

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in GBP.

10. Entire agreement

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the School with respect to the use of this web site and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the School unless executed by the School in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

12. Enurement

This Agreement shall inure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.

Privacy Statement

St George's CE Primary School and Aquinas Church of England Education Trust (collectively referred to as 'We' or 'Us') acknowledges the importance of the privacy of the users (Your/ You) of its websites.



Your right to privacy is an important concern to Us and We wish to protect the privacy of the personally identifiable information You share with Us when You choose to contact Us via the website such as Your name address, email address, phone number, IP address and the page requested. This information is automatically received by Us and stored on our servers.

We only use the information which is provided through the website to help Us provide You with the information You have requested and for other operational and internal purposes. We will only collect Your personal information if You provide it voluntarily. If You do not want this information to be collected by us, please do not submit it. We will never pass any of these details on to any other party unless legally compelled to do so and We will not retain Your personal information longer than is necessary for the purpose for which it is collected.

We also believe it is important to inform You about how We will use Your personal data, and to give You choices about how Your data will be used. Therefore, We encourage You to read the Trust's Data Protection Policy.

We may from time to time, but are not obligated to, monitor Your use of the web site and collect, store and use personal information about You for providing the service requested. You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have. You may access, correct and delete your own personal information stored by Us by contacting Us in writing.

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