

TERMS AND CONDITIONS OF USE

This page (and the documents referred to on it) tell you the terms under which you may use our website www.leightonacademy.com (the **Site**) and the materials or information on it.

Please read these terms of use carefully before you use the Site. By using the Site in any way, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the Site.

1. Information about us

The Site operated by Leighton Academy (**We**). We are registered in England and Wales under company number 08500778 and have our registered office at Minshull New Road, Crewe, CW1 3PP.

2. The Site

- 2.1 We reserve the right to withdraw or amend access to the Site or parts of the Site to users without notice and without liability.
- 2.2 You are responsible for making all arrangements necessary to access to the Site. You are also responsible for ensuring that all persons who access the Site through your internet connection are aware of these terms, and that they comply with them.
- 2.3 We make no guarantee that the Site and the content will be available to you at all times or that access will be uninterrupted or error free. We will not be liable to you for any loss you suffer as a result of any discontinued, disrupted or impaired access to the Site.

3. Changes to the Site

The Site will constantly be updated, and we may change the content. Any of the content may be out of date at any time, and we are under no obligation to update it further.

4. Privacy

We process information about you in accordance with our privacy policy that can be found on the website home page. By using the Site, you consent to such processing.

5. Acceptable Use

- 5.1 You may use the Site only for lawful purposes. You may not use the Site:
 - 5.1.1 in any way that breaches any local, national or international law or regulation
 - 5.1.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
 - 5.1.3 in any way which is harmful, threatening, defamatory, discriminatory, obscene, infringing, harassing or offensive;
 - 5.1.4 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
 - 5.1.5 for any purpose except for educational, non-commercial purposes except and to the extent that other uses are authorised by us in writing; or
 - 5.1.6 to collect or harvest any personal data of any user of the Site.

- 5.2 You must not copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make any changes to the Site or the software used in the provision of the Site or make any attempt to circumvent or interfere with any of the security features of the Site.

6. Content

- 6.1 You must not access or view the content by any means other than through the Site.
- 6.2 We reserve the right to disclose any details you provide to us (including details of your identity) if we are required to do so by any applicable law or regulation or in connection with any actual or threatened legal proceedings.

7. Intellectual Property Rights

We are the owner of all intellectual property rights in the Site and of all content that has been created by us or on our behalf. Those works are protected by copyright laws and treaties around the world.

8. Reliance on content

The content is not intended to amount to advice or information on which reliance should be placed and you must exercise your own discretion and judgment as to how you use it.

9. Liability

- 9.1 You will indemnify us for any losses we suffer (including all damages, costs, and expenses) as a result of any breach by you of these terms of use.
- 9.2 The Site and the content is provided without guarantees, conditions or warranties as to its accuracy. To the extent permitted by law expressly exclude:
- 9.2.1 all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 - 9.2.2 any liability for any loss of any content or other communications or data transmitted via the Site; and
 - 9.2.3 any indirect or consequential loss or damage, loss of profit, loss of business, loss of reputation, loss of data and loss of goodwill incurred by any user in connection with the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any content.
- 9.3 Nothing in **condition 9.2** affects our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

10. Viruses, hacking and other offences

- 10.1 You must not misuse the Site by knowingly introducing any material that contains harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware; including, but not limited to; viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware.
- 10.2 You must not attempt to gain unauthorised access to the Site, 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.
- 10.3 By breaching **condition 10.1**, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them.

10.4 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Site or to your downloading of any material posted on it, or on any website linked to it.

11. Linking to the Site

11.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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.

11.2 You must not establish a link from any website that is not owned by you.

11.3 The Site must not be framed on any other Site, nor may you create a link to any part of the Site other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with the content standards set out in these terms of use.

11.4 If you wish to make any use of material on the Site other than that set out above, please address your request to admin@leighton.cheshire.sch.uk.

12. Links from the Site

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

13. General

13.1 The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

13.2 If we fail to insist on your performance of your obligations under these terms of use or fail to enforce our rights or delay in doing so, this does not mean that you do not have to comply with these obligations. A default by you can only be waived by us in writing.

13.3 The contents of these terms of use and any documents referred to in them set out the entire agreement between us and you acknowledge that you have not relied on any promise, statement or representation that is not set out in these terms of use or any document referred to in them except that we make no attempt to limit or exclude our liability for fraud.

13.4 Each of the paragraphs of these conditions operates separately and, if any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.

14. Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are binding on you. Continued use of the site indicates your acceptance of the most current terms and conditions. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Site.