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## Terms of use of the Website

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These Terms outline the rules for using our website [theschoolreport.co.uk](http://theschoolreport.co.uk). Please read and consider these Terms carefully before using this website as these Terms are legally binding. There are other Terms that may apply to you and references to these are included in the Terms of use of the website. We recommend that you print a copy of these Terms for future reference. Your use of TheSchoolReport is subject to the following express conditions, and you agree that your failure to adhere to any of these conditions shall constitute a breach of these Terms on your part:

## Definitions

“the Agreement” means the terms and conditions contained within this document, namely Terms of use of the Website together with the Website’s Privacy, Cookie and Content Editing and Removal Policy as published by us from time to time.

“the Website” means TheSchoolReport website, [www.theschoolreport.co.uk](http://www.theschoolreport.co.uk) and any of the Services which are provided therein.

“TheSchoolReport” means The School Report Limited which is a company incorporated in England and Wales with the company number 10845357, and the registered address of 20 Crewe Road, Sandbach, CW11 4NE. To contact us, please email [results@theschoolreport.co.uk](mailto:results@theschoolreport.co.uk).

“Content” means all data, text, logos, artwork, software, documents, photographs and other materials you may upload to or download from our Website including comments posted, reviews, communication with other Users or any other information or information which you transmit onto or through the Website.

“User” or “Users” means unregistered and/or registered user/s of the Website.

“User Account” means the registered account of the Website, where you will provide up to date information including your name, telephone number, email, address, etc. To log into your User Account you will need your unique username and password.

## Acceptance of Terms

- Your access and/or use of the Website constitutes acceptance by you of the terms contained within the Agreement, and that you agree to comply with them as from the date of your first use of the Website.
- By continuing to access and by using the Website you understand, acknowledge and agree that you will abide by the Terms contained within the Agreement and that this Agreement will remain in full force and effect as long as you are using the Website.
- If you use the Website, with a User Account, you will continue to be bound by the Terms of this Agreement even after your User Account is terminated.

Your legal agreement with TheSchoolReport is made up of:

(A) The Terms and Conditions set out in this document; and

- (B) TheSchoolReport's Privacy Policy; and
- (C) TheSchoolReport's Cookie Policy;
- (D) TheSchoolReport's Content Editing and Removal Policy.

## **Changes to these Terms**

- TheSchoolReport reserves the right to update and change any part of the Agreement from time to time. We will post the updated Terms on the Website and/or notify you by email to the email address that you have given us upon creating a User Account. It is your responsibility to be familiar with and to understand the Terms so please check the page [www/terms](http://www/terms) from time to time for an update. The Terms were most recently updated on 28 July 2017.
- If you do not agree to the updated Terms you must simply refrain from using the Website. Your continued use of the Website will constitute your acceptance of the updated Terms.
- We may update and change the Website from time to time to reflect changes to our services, our Users' needs and our business priorities and need to comply with applicable law.

## **Registration and Accounts**

- Whilst viewing the Website does not require registration and you can access it as a visitor, to enjoy full functionality, including the ability to read posts in full and to post your own comments, reviews and ratings, you will need to complete a simple registration process to create your own User Account.
- To create a User Account you will need to provide us with some information about yourself which must be current and up to date. Creating a User Account is free of charge.
- We will not display your personal details on the Website. Other Users, however, will be able to identify you by your unique username which will be sent to you shortly after you register your User Account.
- Your unique username and password are specifically yours and you may not allow others to use your username or password for any reason.
- You agree that you are solely responsible for the activity that occurs within your User Account. If you believe that it has been the subject of an

unauthorised use, you must immediately notify us of this or any other breach of security of which you become aware.

- You agree that we have the right to disable any User account without notice, if in our sole opinion a User has failed to comply with any of the provisions of the Agreement.

## Content

- As a User you may submit Content. You understand that whether or not specific Content is published, TheSchoolReport does not guarantee any confidentiality with respect to Content.
- You agree that you are solely responsible for your own Content and for any consequences of posting it. TheSchoolReport does not endorse any Content or any post, recommendation, or advice expressed therein, and TheSchoolReport expressly disclaims any and all liability in connection with the Content and you agree to indemnify, defend and hold harmless TheSchoolReport, from and against any claim, liability, cost, damage or loss we may incur (including reasonable legal fees) as a result of any Content that you post or transmit on the Website and/or any actions you take which disrupt access to and/or the functioning of the Website or any breach by you of your obligations under these Terms.
- When you post Content to the Website, you agree that you are placing the Content in the public domain and that you might be deprived of any rights of further control over the Content or its use.
- You specifically authorise us to display such Content in whole or in part or as part of other information, Content and/or material of any kind or nature.
- When you post Content to the Website, you do so with the intent to post it to the public and the Content should no longer be considered private under any circumstances.
- The Website includes information uploaded by Users of the Website, including sharing their experiences with schools and rating schools. You acknowledge that Content posted by Users does not reflect the views of TheSchoolReport, or its values nor has it been verified or approved by us.
- TheSchoolReport reserves the right to decide whether Content complies with the Content requirements set out in these Terms and the Content

Editing Removal Policy. The SchoolReport may, but is not obliged to monitor, remove or edit Content.

- You understand and agree that by using the Website you may be exposed to Content that is offensive, indecent, or otherwise objectionable to you. You hereby waive any legal or equitable rights or remedies you have or may have against TheSchoolReport with respect to any such Content.
- If you wish to complain about Content on the Website please write to us at [results@theschoolreport.co.uk](mailto:results@theschoolreport.co.uk) or send us a message through the Website on [www./contactus](http://www./contactus)

## Intellectual property in the Content

- Content you post on the Website, will be considered non confidential and non-proprietary.
- You retain ownership in Content that you post, but you agree to grant TheSchoolReport, a worldwide, non-exclusive, royalty-free, transferable, perpetual licence (with right to sub-licence) to use, reproduce, distribute, prepare derivative works of, display, and perform that Content in connection with the provision of the Service and otherwise in connection with TheSchoolReport business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also grant other Users of the Website a limited licence to use, store and copy that Content.
- With the exception of Content submitted to the Website by you, all other Content on the Website is either owned by or licensed to TheSchoolReport, and is subject to copyright, trade mark rights, and other intellectual property rights of TheSchoolReport or its licensors. You may not download, copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit for any other purpose whatsoever without the prior written consent of TheSchoolReport which, together with its licensors reserve all rights not expressly granted in and to their Content. [And to distribute and make it available to third parties.]
- As part of TheSchoolReport's copyright terms, TheSchoolReport will terminate User access to the Website/Content if a User has been determined to be a repeat infringer. A repeat infringer is a User who has been notified of infringing activity more than twice.

- TheSchoolReport reserves the right to disclose your identity to any third party who is claiming that any Content posted or uploaded by you to the Website constitutes a violation of their intellectual property rights, or of their right to privacy. We have the right to remove any Content, if in our opinion Content that you have posted does not comply with our Content standards.
- You are solely responsible for securing and backing up your Content.

## **Warranties**

- Nothing in the Terms shall affect any of your statutory rights.
- The Website is provided on an "as is" basis and TheSchoolReport makes no warranty or representation, express or implied, to you with respect to them.
- As a User you understand and agree that the majority of the Content on the Website is posted by Users, and as such TheSchoolReport does not guarantee the accuracy or relevance of any information provided on or from our Website.
- You warrant that any Content you post complies with the Terms and that you will be liable to us and indemnify us for any breach of this warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty.

## **Exclusions of warranties**

- We will not be liable to you for any loss or damage, breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, the Website; or use of or reliance on any Content displayed on the Website.
- We shall not be liable for any third party's unauthorised access to or alterations of your User Account, transmissions, or data.
- We shall not be liable to you for any direct or indirect or consequential loss or damage which may be incurred by you whether in contract or tort (including negligence for commercial Users). This shall include; any loss of profit, any loss of goodwill or reputation, any loss of opportunity, any loss of data suffered by you, loss of profits, sales, business, or revenue, business interruption, any indirect or consequential loss or damage.

- The limitations on TheSchoolReport's liability to you, shall apply whether or not TheSchoolReport has been advised of or should have been aware of the possibility of any such losses arising.

## **Your obligations and acceptable use**

You may use the Website only for lawful purposes. You may not use the Website:

- To post any Content which contains information which is unlawful for you to possess in the United Kingdom or in the country in which you are resident, or which it would be unlawful for TheSchoolReport to use or possess.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our Content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

## **Content Standards**

We encourage Users of the Website, including yourself, to contribute freely, as long as you do so in a responsible fashion. Content you post and any communications with other Users will comply with the below standards:

- Content must be accurate (where it states facts), be genuinely held (where it states opinion) and compliant with the law applicable in England and Wales and in any country from which it is posted.
- As a User, you must refrain from posting any personal information belonging to, or relating to headteachers, teachers, assistants, students or any other individuals, such as full real names, addresses, telephone numbers or email addresses.
- Content must not be defamatory of any person, obscene, offensive, hateful, and inflammatory, promote sexually explicit material, promote violence, promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Content must not intend to deceive any person, breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence, promote any illegal activity, be in contempt of court, be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Content must not be intended to harass any other person, impersonate any person, or misrepresent the identity or affiliation with any person. Content must not advocate, promote or incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- You agree that Content you post, will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal licence or permission from the rightful owner, or are otherwise legally entitled to post the material in question and to grant TheSchoolReport the licence referred to in the paragraph, intellectual property in the Content.

## **Moderating the Website**

We do not regularly monitor the use of the Website so we rely on Users to inform us of any abuse or breach the terms of the Agreement. If you become aware of inappropriate postings, Content or communications through the Website please contact us at [results@theschoolreport.co.uk](mailto:results@theschoolreport.co.uk).

## **Viruses**

- We do not guarantee that the Website will be completely secure or free from bugs or viruses.
- You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.
- You must not misuse the Website 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 Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service

attack. By breaching this provision, 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 we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

## **No Agency Relationship**

Nothing in this Agreement shall be deemed to constitute, create, imply, give effect to, or otherwise recognize a partnership, employment, joint venture, or formal business entity of any kind; and the rights and obligations of the parties shall be limited to those expressly set forth herein.

## **Whole Agreement**

The Agreement replaces any prior agreements between you and TheSchoolReport in relation to the Website.

## **Notices**

- You agree that TheSchoolReport may provide you with notices, including those regarding changes to the Terms, by email to the email address you specified when you registered to the Website. You confirm that this email address is a current and valid email address for receiving notices, and that you are able to send and receive email in connection with this email address.
- You may send notices to us by using the Contact Page or email us at [results@theschoolreport.co.uk](mailto:results@theschoolreport.co.uk). We will consider an electronic notice received by us only when our server receives your message. We may change our contact information by posting the change on the Website. Please check the customer support area of the Website for the most current information for sending notice to us.

## **Enforcement of rights**

- You agree that if TheSchoolReport does not exercise or enforce any legal right or remedy which is contained in the Terms, this will not be taken to

be a waiver of TheSchoolReport's rights and that those rights or remedies will still be available to TheSchoolReport.

- If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

## **Assignment**

We may assign our rights and obligations under these Terms and upon such assignment we shall be relieved of any further obligation under these Terms. You are not permitted to assign your rights and obligations under these Terms.

## **General Terms**

- If any of these provisions is deemed invalid, void or unenforceable, that provision will be deemed severable from the rest and will not affect the validity and enforceability of any remaining provisions.
- This Agreement shall be governed by the laws of England & Wales and you hereby agree to be bound exclusively by the jurisdiction of English courts. Notwithstanding this, you agree that TheSchoolReport shall still be allowed to apply for injunctive remedies or other equivalent types of legal remedy in any jurisdiction.