



# Linden Lodge School

Provider of specialist education since 1903

Title:	Website Terms of Use		
Type:	POLICY		
Review Cycle Frequency:	1 year - Summer Term		
Lead Staff:	Data Protection Officer		
Support:			
VERSION CONTROL:			
Version No	New document or reasons for revision	Agreed by	Date
1	Migration to new document version control system	Office	April 2021
2	Reviewed	Lead Staff	Summer 2023
LINKED INTERNAL DOCUMENTS:			
LINKED EXTERNAL DOCUMENTS:			

## Equalities Statement:

We have carefully considered and analysed the impact of these policies on equality and the possible implications for people with protected characteristics, as part of our commitment to meet the Public Sector Equality Duty (PSED) requirement to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations.

## Requests for Paper Copies:

If you require this policy in a different format e.g. print or braille please contact [Co-Headteachers@lindenlodge.org.uk](mailto:Co-Headteachers@lindenlodge.org.uk)

## Wellbeing statement of commitment

We are committed to providing a healthy working environment and improving the quality of working lives for all staff and students. The wellbeing strategy aims to support our mission, core values and freedom of thought and expression, freedom from discrimination and the recognition that our community is our greatest asset. For further information on our schools commitment to wellbeing, please see the Mental Health and Wellbeing Policy and Strategy document, or visit our school website.

**IMPORTANT! YOUR ACCESS TO THIS WEBSITE IS SUBJECT TO LEGALLY BINDING TERMS AND CONDITIONS. CAREFULLY READ ALL OF THE FOLLOWING TERMS AND CONDITIONS. ACCESSING THIS WEBSITE IS THE EQUIVALENT OF YOUR SIGNATURE AND INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE LEAVE THE SITE IMMEDIATELY."**

This is an agreement between you ("You") and Linden Lodge School (the "School"). "We" and "Us" means both you and the School. The effective date of this Agreement is when you accept this Agreement in accordance with the procedure set out above.

You hereby consent to the exchange of information and documents between us electronically over the Internet or by e-mail, and that this electronic Agreement shall be the equivalent of a written paper agreement between us.

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The School shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by the School in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

#### **5. Personal Information**

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.

You may access, correct and delete your own personal information stored by the school by contacting us in writing.

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THE School ASSUMES NO OBLIGATION TO UPDATE THE CONTENT ON THIS SITE. THE CONTENT ON THIS SITE MAY BE CHANGED WITHOUT NOTICE TO YOU. THE School IS NOT RESPONSIBLE FOR ANY CONTENT OR INFORMATION THAT YOU MAY FIND UNDESIRABLE OR OBJECTIONABLE. THE School DISCLAIMS ANY LIABILITY FOR UNAUTHORIZED USE OR REPRODUCTION OF ANY PORTION OF THE WEB SITE. ACCESSING THE CONTENT FROM TERRITORIES WHERE IT MAY BE ILLEGAL IS PROHIBITED.

## **7. 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 the School, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## **8. 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:

(i) 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

(ii) Your use or misuse of the Content or this web site, including without limitation infringement claims

## **9. Governing Law**

The School, this web site and the Content (excluding linked web sites or content) are physically located within The United Kingdom. This Agreement will be governed by the laws of The United Kingdom.

## **10. Dispute Resolution**

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

## **11. 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

## **12. 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.

## **13. 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.

## **14. Inurement**

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.