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If you do not agree with these terms and conditions, please leave the site immediately.

This is an agreement between you and Kettlebrook Short Stay School (which is a maintained Staffordshire County Council Pupil Referral Unit) (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.

- **1. Ownership and copyright**: You acknowledge that any and all information, content, reports, data, databases, graphics, interfaces, web pages, text, files, software, product names, school names, trade-marks, logos and trade names contained on this website (collectively the "content") including the manner in which the content is presented or appears and all information relating thereto, are the property of their respective owners as indicated, the school or its licensors, as the case may be.
- **2. Permitted use**: The school hereby grants to you a personal, non-transferable and non-exclusive license to access, read and download one copy of the content.
- 3. Restrictions on use: You agree that you will not:
- (i) distribute the content for any purpose including without limitation compiling an internal database, redistributing or reproduction of the content by the press or media or through any commercial network, cable or satellite system, or
- (ii) create derivative works of, reverse engineer, decompile, disassemble, adapt, translate, transmit, arrange, modify, copy, bundle, sell, sub-license, export, merge, transfer, adapt, loan, rent, lease, assign, share, outsource, host, publish, make available to any person or otherwise use, either directly or indirectly, the content in whole or in part, in any form or by any means whatsoever, be they physical, electronic or otherwise. You shall not permit, allow or do anything that would infringe or otherwise prejudice the proprietary rights of the school or its licensors or allow any third-party to access the content. The restrictions set out in this agreement shall not apply to the limited extent the restrictions are prohibited by applicable law.
- **4. License to use your information:** 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 website 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 purpose whatsoever. 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 does not use cookies or store any data from our website. If however, you contact us and give us your contact details you have then consented to give willingly your contact details when the School will collect, store and use personal information about you for providing service you may have 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 school by contacting us in writing.
- 6. Limitations on liability and disclaimers: There is no guarantee that personal information and transactions on this website or on the internet will be maintained confidential and secure. The use of this website and the content is at your own risk and the school assumes no liability or responsibility pertaining to the content, your use of the website or the receipt, storage, transmission or other use of your personal information. This website and its content are not to be construed as a form of promotion. This website may contain links to other sites. The school does not assume responsibility for the accuracy or appropriateness of the information, data, opinions, advice, or statements contained at such sites, and when you access such sites, you are doing so at your own risk. In providing links to the other sites, the school is in no way acting as a publisher or disseminator of the material contained on those other sites and does not seek to monitor or control such sites. A link to another site should not be construed to mean that the school is affiliated or associated with same. The school does not recommend or endorse any of the content, including without limitation any hyperlinks to or content found, on other websites. The mention of another party or its product or service on this website should not be construed as an endorsement of that party or its product or service. The school will not be responsible for any damages you or any third-party may suffer as a result of the transmission, storage or receipt of confidential or proprietary information that you make or that you expressly or implicitly authorise the school to make, or for any errors or any changes made to any transmitted, stored or received information. You are solely responsible for the retrieval and use of the content. You should apply your own judgment in making any use of any content, including, without limitation, the use of the information as the basis for any conclusions.

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- **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 website or which is sent to the school by e-mail or other correspondence;
- or (ii) Your use or misuse of the content or this website, including without limitation infringement claims.
- **9. Governing law:** The school, this website and the content (excluding linked websites 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, schools and unincorporated associations. All references to money amounts in this agreement, unless otherwise specified, are in Sterling pounds (GBP).
- **12. Entire agreement:** These terms and conditions and any and all legal notices on this website constitute the entire agreement between you and the school with respect to the use of this website 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.

4. Enurement: This Agreement shall inure to the benefit of and be binding upon each of Us and our respect uccessors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the uthority to accept this agreement and having received a copy of this agreement.	