



Website Terms of Use

University College School is a charity registered in England and Wales under charity number 312748, with its registered office at Frognal, Hampstead, London, NW3 6XH. The School operates the website: www.ucs.org.uk (the "Website").

1. Understanding these terms of use

- 1.1 These terms of use (these "Terms") describe how you may access and use the Website.
- 1.2 When certain words and phrases are used in these Terms, they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the clause of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms, when we refer to "we", "us" or "our", we mean the School; and when we refer to "you" or "your" we mean you, the person accessing or using this Website.
- 1.4 The Website uses cookies, the use of which are governed by our cookies policy, which you can find in the "Key information" section on our website.

2. The Website

- 2.1 The Website is made available free of charge. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. Access to the Website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or part of the Website without notice. We will not be liable to you if for any reason the Website is unavailable at any time or for any period. We may update the Website and/or change the content on it at any time.

2.2 You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and that they comply with them.

2.3 The Website and the content on it are provided for general information purposes only. They are not intended to amount to advice on which you should rely.

3. Acceptable use

3.1 You agree not to:

3.1.1 use the Website in any way that breaches these Terms or any applicable local, national or international law or regulation;

3.1.2 copy, or otherwise reproduce or re-sell any part of the Website unless expressly permitted to do so in these Terms;

3.1.3 do any act or thing that might damage, disrupt or otherwise interfere with the operation of the Website or any equipment, network or software used in operating the Website.

3.2 We may from time to time provide interactive services on the Website that shall enable you to upload content to the Website, including:

3.2.1 comment facilities;

3.2.2 chat rooms; and/or

3.2.3 bulletin boards
(together "Interactive Services")

3.3 Where we provide an Interactive Service, we will use reasonable endeavours to provide information to you about the kind of service offered and if it is moderated. However, we are under no obligation to oversee, monitor or moderate any Interactive Service we provide.

3.4 The use of any Interactive Services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an Interactive Service that it is important that they communicate with their children about safety online. Minors who are using any Interactive Service should be made aware of the potential risks to them.

- 3.5 We do not guarantee that the Website will be totally secure or free from bugs and viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access the Website and we recommend that you use your own virus protection software.
- 3.6 You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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.

4. Intellectual Property

- 4.1 We are the owner or licensee of all intellectual property rights in the Website and its content, and the University College School name (including, without limitation, UCS and University College School, Hampstead). Those works are protected by intellectual property laws and treaties around the world. All such rights are reserved.
- 4.2 You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms.
- 4.3 No part of the Website, including, without limitation, the text, design, graphics, photographs and images contained in it, may be copied, reproduced, republished, uploaded, re-posted, modified, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.

5. Our liability

5.1 Nothing in these Terms excludes or limits our liability for:

5.1.1 death or personal injury caused by our negligence;

5.1.2 fraud or fraudulent misrepresentation; and

5.1.3 any matter in respect of which it would be unlawful for us to exclude or restrict our liability.

5.2 We assume no responsibility for the content of websites linked to from the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

5.3 You shall indemnify and hold us harmless against any losses, costs, liabilities and expenses suffered or incurred by us and/or our affiliates as a result of your breach of any of these Terms.

5.4 Nothing in these Terms affects your statutory rights as a consumer. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office.

6. Suspension and termination

6.1 If you breach any of these Terms, we may immediately do any or all of the following (without limitation):

6.1.1 issue a warning to you;

6.1.2 temporarily or permanently withdraw your right to use the Website;

6.1.3 issue legal proceedings against you for reimbursement of all costs resulting from the breach (including, but not limited to, reasonable administrative and legal costs);

6.1.4 take further legal action against you; and/or

6.1.5 disclose such information to law enforcement authorities as we reasonably feel is necessary to do so.

7. Changes to these Terms

7.1 We may make changes to these Terms from time to time (if, for example, there is a change in the law that means we need to change these Terms). Please check these Terms regularly to ensure that you understand the Terms that apply at the time that you access and use the Website.

8. Other important information

8.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

9. Governing law and jurisdiction

9.1 These Terms are governed by the laws of England and Wales. This means that your access to and use of the Website, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes and claims), will be governed by English law.

10. Contacting us

Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any recurrence. In the first instance, please contact Nick Mugridge, Director of Finance & Operations, at University College School, Frognal London, NW3 6XH or at nick.mugridge@ucs.org.uk.

Thank you.

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