



# Terms & Conditions for use of EPA website Policy

This policy was agreed by Trustees on:

Date: 26th May 2021

To be reviewed: .....May 2024.....

Chair of Trustees: [Signature]

CEO: [Signature]

## Terms of Use

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This is an agreement between you ("you") and Eynsham Partnership Academy (the "EPA"). "we" and "us" means both you and the EPA. 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, EPA names, trade-marks, logos and trade names contained on this web site (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 EPA or its licensors, as the case may be.

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- (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 EPA 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.

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The EPA 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 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 the EPA by contacting us in writing.

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## **7. Termination**

This agreement is effective until terminated by the EPA, with or without cause, in the EPA's sole and unfettered discretion. The EPA may terminate this agreement without notice to you if you fail to comply with any of its terms. Any such termination by the EPA shall be in addition to and without

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prejudice to such rights and remedies as may be available to the EPA, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, your license to the EPA, 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 EPA, 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 EPA 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 EPA 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 EPA, 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 EPA 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 EPA unless executed by the EPA 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. Enurement**

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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.

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