

Terms and Conditions of Use for Website

Bolder Academy

390 London Road, Isleworth, Middlesex TW7 5AJ

Registered in England and Wales No: 08932893

Terms and Conditions for use of Web Site November 2020

This document is called:	Terms and Conditions of Use for Website
It applies to:	All staff, students and visitors to Bolder Academy
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TERMS AND CONDITIONS FOR USE OF WEBSITE

1. INTRODUCTION

1.1 We are committed to safeguarding the privacy of our website visitors.

1.2 This document applies where we are acting as a data controller with respect to the personal data of our website visitors; in other words, where we determine the purposes and means of the processing of that personal data.

1.3 In this document, "we", "us" and "our" refer to Bolder Academy Websites

2 WEBSITE DISCLAIMER

2.1 These terms and conditions shall govern your use of our website.

2.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

2.3 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy contained in this document.

3. COPYRIGHT NOTICE

3.1 Subject to the express provisions of these terms and conditions:

(a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
(b) all the copyright and other intellectual property rights in our website and the material on our website are reserved.

(c) we reserve the right to disclose a user's identity if there is a claim of intellectual property infringement

4. LICENCE TO USE WEBSITE

4.1 You may:

(a) view pages from our website in a web browser;
(b) download pages from our website for caching in a web browser;
(c) print pages from our website;
(d) stream audio and video files from our website; and
(e) use our website services by means of a web browser,
subject to the other provisions of these terms and conditions.

4.2 Except as expressly permitted by Section 3.1 or the other provisions of these terms and conditions, you must not download any material from our website or save any such material to your computer.

4.3 You may only use our website for your own personal purposes, and you must not use our website for any other purposes.

4.4 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

4.5 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in public;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

4.6 Notwithstanding Section 3.5, you may redistribute our newsletter in print and electronic form to any person.

4.7 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

5. ACCEPTABLE USE

5.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

5.2 You must not use data collected from our website to contact individuals, companies or other persons or entities.

5.3 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

6. LIMITED WARRANTIES

6.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

6.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or

explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

6.3 To the maximum extent permitted by applicable law and subject to Section 6.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

7. LIMITATIONS AND EXCLUSIONS OF LIABILITY

7.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

7.2 The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions:

- (a) are subject to Section 6.1; and
- (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

7.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

7.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.6 We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).

8. VARIATION

8.1 We may revise these terms and conditions from time to time.

8.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby

waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

9. LAW AND JURISDICTION

9.1 These terms and conditions shall be governed by and construed in accordance with English law.

9.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

10. COOKIES

10.1 What are cookies?

Like most other websites, we use cookies to help provide you with the best possible browsing experience.

Cookies are small text files that are placed on to your computer or mobile device when you first visit a website or page. They are used for a number of reasons, such as remembering whether you have visited the site before, so that you can remain logged in. They contain information about the use of your computing device but **do not include** any personal information about you.

10.2 How we use cookies

The website uses cookies in a number of ways, including to (without limitation):

- make the Website easier for you to use;
- improve the speed and security of the Website;
- allow you to share our pages on social networks;
- provide us with information about how the Website is used so that we can make improvements to the Website.
- We do not use cookies to:
- collect any personal information about you (without your express permission);
- collect any sensitive information;
- pass data to any advertising networks;
- pass personal data to third parties.

10.3 Giving us permission to use cookies

Most internet browsers are set up to automatically accept cookies. We will take this, and your continued use of the Website as acceptance of our Cookie Policy.

If you wish not to accept the use of cookies on this Website, or to delete any that have already been set, you can change the settings of your browser. Please bear in mind that some features on the Website might not work correctly with cookies disabled.

10.4 Managing the use of cookies

You can usually find the tools to manage cookies in the 'preferences' or 'tools' menu of your browser. Below are links to instructions for the four main browsers, otherwise you should use the 'Help' option in your browser for more details.

[Cookie Settings in Internet Explorer](#)

[Cookie Settings in Firefox](#)

[Cookie Settings in Google Chrome](#)

[Cookie Settings in Safari](#)

10.5 Types of cookies that we use

We use the following types of cookies on the Website:

- Session cookies – these are only stored temporarily and are deleted from the user’s device when the browser is closed.
- Google Analytics – we use Google Analytics to measure how our site is used by visitors and to generate reports for our own use. Google Analytics does not collect any personal information about you.
- Third party cookies – some of our pages feature YouTube videos and feeds from Twitter. These third party features may use numerous cookies (please visit these third party websites for more details on their cookie policies).

10.6 Useful links

If you would like to find out more about cookies generally, you may find the following links useful:

Click here to view [Google’s Privacy Policy](#)

Click here to view [Twitter’s Privacy Policy](#)

Click here to view [Linkedin Privacy Policy](#)

For more information about cookies and the law, visit: [The Information Commissioner’s Office](#)

11. THIRD PARTY WEBSITES

11.1 Our website includes hyperlinks to, and details of, third party websites.

11.2 We have no control over, and are not responsible for, the privacy policies and practices of third parties.

12. AMENDMENTS

12.1 We may update this document from time to time by publishing a new version on our website.

12.2 You should check this page occasionally to ensure you are happy with any changes to this document.

12.3 We may notify you of changes to this document by email.



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Accessibility Audit and Plan V1