



## Terms & Conditions

### 1. Purpose

This document and the attachments referred to below constitute a legally binding agreement between you and Mallards Wood Education ("Mallards Wood", "we" or "us") which operates the Internet website with the domain name [www.brainbox.org.uk](http://www.brainbox.org.uk) (the "Site" which expression shall include Updates by Email). It sets out your rights and obligations and those of Mallards Wood in relation to (i) your access to the Site; (ii) your use of the Site; (iii) any communications sent to you via the Site, or from or on behalf of Mallards Wood; (iv) all information, products, software, services, features and materials contained on or offered in conjunction with the Site.

By accessing the Site you accept without limitation or qualification all of the terms and conditions in this Agreement (as defined below) and any subsequent amendments or variations as we, in our sole discretion, may make from time to time.

"Agreement" means this document and any schedule, appendix or other document referred to in this document, by way of illustration only, using a hyperlink.

### 2. Variation

We may, at our discretion, vary or amend from time to time this Agreement. All such amendments or variations will be effective immediately upon posting of such amended or varied document on the Site or once such amendment or variation is otherwise notified to you. The amendment or variation shall apply to your use of the site and to any services offered to you upon such posting or notification.

Except as provided for in the preceding paragraph this Agreement may otherwise not be amended or varied except in writing signed by both parties.

## 3. The Site

### 3.1 Users

Anyone who accesses the Site is a user (a "User"). Users are free to contact us using the email addresses shown on the Site or the Online Contact Form. As a User, you will be able to access material on all areas of the Site.

### 3.2 Contacting Us

Online submission by you of the Online Contact Form or other communication to us confirms your agreement to the provisions of this Agreement. Users should also read and understand our Privacy Policy that forms part of this Agreement and governs the way we will use any information that is submitted to us.

### **3.3 User Information**

By submitting an Online Contact Form or by emailing or communicating with us you warrant that all the information submitted to us ("User Information") is true and accurate in all respects and you have the authority and capacity to complete the form, send the email or communicate with us. You agree to notify us immediately in writing of any changes in user Information. You are solely responsible for the User Information.

If you provide us with an email address that will result in any emails we may send you being sent to you via a computer network operated by or on behalf of your employer (or similar) then you are warranting that you are entitled to receive emails at that address. You also agree that we may refrain from sending you any emails to such address without notifying you, even if you have asked to receive them, if we receive a request from your employer to stop sending emails to that address.

### **3.4 System Integrity**

You undertake to us that you will not use and that you will not permit the use of use any device, software or programming routine that interferes or attempts to interfere with the working and functionality of the Site. You undertake not to take or permit the taking of any action that (in our sole discretion) imposes an unreasonable or disproportionately large load on our infrastructure.

The Site contains robot exclusion headers and you agree that you will not use any robot, spider, other automotive device or manual process to monitor or copy our web pages or the content contained on the Site without our prior written consent.

## **4. Use of the Site**

### **4.1 Content**

The Site may include facts, views, opinions and recommendations of individuals and organisations. We do not guarantee the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions or recommendations.

The content on the Site, including any research does not constitute any form of advice, recommendation or arrangement by us and is not intended to be relied upon by Users.

We, in our sole discretion, may add, delete or change some or the entire Site at any time. The content contained in the Site is presented for informative purposes only. The content should not be considered complete nor should it be relied upon.

### **4.2 Proprietary information**

You acknowledge and agree that the materials used and displayed on the Site including but not limited to text, music, software, sound, photographs, graphics, video, page layout and design, illustration and artwork, names, logos, trademarks, service marks and all other materials are the property of Mallards Wood and/or its licensors, and are protected by copyright trademark and other laws.

You agree not to modify, copy, reproduce, re-publish, upload, post, transmit, rent, loan, sell, lease, license, sub-license or distribute any material on the Site or create in any way content and/or derivative works based on the content of the Site or the Site itself or services provided by, or on behalf of Mallards Wood in whole or in part without our prior written consent.

#### **4.3 Postings**

The Site may contain communities and/or other message or communication facilities. You are solely responsible for any and all information you send, distribute, disseminate, publish, post or upload ("Postings") using the Site or send to us for use or publication on the Site and any consequences that may result from your Postings. You agree that you will be solely liable for any errors or omissions contained in that Posting.

By way of example and not limitation your Postings shall not:

- (1) infringe any rights of third parties (including, but not limited to any intellectual property rights publicity rights or privacy rights which such third parties may have in their domestic jurisdictions);
- (2) violate any law, statute or other governmental or supra-governmental connection or regulation (including, without limitation, those regulations relating to export control, consumer protection, unfair competition, misleading advertisements, and to discrimination);
- (3) be defamatory, libellous, threatening or harassing;
- (4) be obscene, indecent, or contain pornography;
- (5) contain any virus or other computer programming routines, which are intended to damage, interfere with insert or extract data or personal information used on or by the Site.
- (6) falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded to the Site

You agree and acknowledge that we are not, and do not hold ourselves out as, a publisher with respect to Postings. Accordingly we make no representation or warranty that we will read or screen Postings for content or compliance with this Agreement or otherwise exercise any form of editorial control over the same. We reserve the right at all times to disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse or remove a Posting or to remove any information or materials in whole or in part at our sole discretion.

#### **4.4 Permission to use Postings**

You agree to hereby grant us a perpetual royalty free, fully paid-up license directly (or indirectly through our agents or distributors) to use, distribute, sub-license, display, perform, modify, lease and market, reproduce, copy, and re-publish the Postings (and any information contained therein) and prepare derivative works thereof in any form or format and via such media as we in our sole discretion may deem fit.

#### **4.5 Disclosure of Personal or Confidential Information**

You undertake not to include in any Posting, or otherwise disclose on or in connection with your use of the Site any confidential information or Personal Information (as defined in our Privacy Policy) relating to third parties without their express written consent.

You acknowledge that in the course of utilising the Site and concluding transactions on it you may receive certain confidential information that has been provided by other users. You agree and undertake to keep such information confidential and not to disclose any part of such information to any third party, unless required to do so by law. Such information shall not be used for any purpose without the prior written consent of the user to whom such information is confidential.

If you provide Personal Information in your Postings you should be aware that this Personal Information would be public and available to any user unless you expressly tell us in writing not to publish your Personal Information. Always use caution when giving out any personally identifying information about yourself. Please read our Privacy Policy before you submit any Personal Information.

#### **5. Services**

Services offered on the Site are available only to persons companies or other corporate bodies who are capable of forming valid legally binding contracts under their domestic governing law.

In the event that you have a dispute with one or more users you agree to indemnify Mallards Wood (and our agents, officers and employees) from any costs, charges, claims, demands, damages or expenses (howsoever arising) incurred by us arising out of or in any way connected with such dispute.

Should you have a dispute with another user you agree to resolve the dispute directly with that user. You acknowledge that we will not become involved in such disputes and will not act as a mediator between users. If for any reason we do become involved in a dispute you agree to bear all our costs and expenses (including but not limited to reasonable legal fees and disbursements) incurred in connection with the dispute.

#### **6. Updates by Email**

In the future, we may give you the option to subscribe to our email service ("Updates by Email") which will update you on events organised by us on other events, news or articles which we consider to be of interest to you. Your use of the content received through the email information service will be subject to these Terms.

#### **7. Links to third party sites**

Third parties or we may provide links to other web sites or resources. These links are provided solely as a convenience to you and are not an endorsement by us of the contents of such third party web sites. We have no control over such sites and resources and you acknowledge and agree that we are not responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable for any content, advertising, product, services or other materials on or available from such sites or resources.

You further acknowledge and agree that we shall not be responsible or liable directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance of any such content, goods or services on or available through any such site or resource. If you decide to access linked third party web sites you do so at your own risk. Any concerns regarding any external links should be directed to its respective site administrator or web master.

## **8. Privacy**

You are asked to read our Privacy Policy, which forms a part of this Agreement and sets out the way in which we handle your personal data.

## **9. General**

### **9.1 Termination of this Agreement**

We reserve the right to terminate this Agreement forthwith if you are or appear to be in breach of any of the provisions of this Agreement, including the provision of false registration details or other misuse of the services offered through this Site.

Either party may terminate this Agreement with or without cause by providing 30 days advance written notice to the other

### **9.2 Indemnity**

You agree to pay, indemnify, and hold Mallards Wood (and its employees and agents) harmless from any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to:

(1) Any third party claim, action or allegation of infringement, misappropriation, or violation of copyright, trademark or other proprietary rights of any third party based on any content (including but not limited to your Postings) submitted by you;

(2) any breach of this Agreement by you;

(3) any third party claim action or allegation brought against Mallards Wood arising out of in relation to a dispute between users or in relation to your use or misuse of the Site; and/or

(4) any action taken by Mallards Wood under your instructions in relation to the use of the Site.

### **9.3 Disclaimer of Warranties**

Your use of the Site and any services offered on or in connection with your use of the Site is at your sole risk. Services provided with the Site are provided on an "as is" and "as available" basis. We to the fullest extent permitted by law disclaim all warranties, including but not limited to warranties of title, fitness for a particular purpose, merchantability and non-infringement of proprietary or third party rights. We make no warranties about the accuracy reliability, completeness or accuracy of the material, services, software, text, graphics, and links.

We make no warranty that:

- (1) the service will meet your requirements;
- (2) the service will be uninterrupted, timely, secure or error free; or
- (3) the quality of any services information or other material obtained by you through your use of the Site will meet your expectations.

If your use of the Site will require your replacing equipment or data you will be responsible for the costs of such replacement.

Your use of the Site and services offered in connection with the Site is at your own risk. If you are dissatisfied with any part of the Site offered through the Site or with this Agreement or any other rules or policies your sole remedy is to discontinue use of the Site.

#### **9.4 Limitation of Liability**

You expressly understand and agree that we shall not be liable for any direct (other than for death or personal injury arising directly from use of the Site), indirect incidental, special, consequential or exemplary damages including but not limited to, loss of profits, goodwill, use, data or intangible losses (even if we have been advised of the possibility of such damages) resulting from:

- (1) the use or the inability to use the Site or any service provided in connection with the Site;
- (2) the cost of procurement of substitute and services resulting from any, data, information, services purchased or obtained and messages received and transactions entered into through or from the Site;
- (3) unauthorised access to or alteration of your transmissions or data;
- (4) statements or conduct of any user or third party in relation to the Site; or
- (5) any other matter relating to the Site or service provided in connection with the Site.

In no event will our liability arising out of or in respect of this Agreement exceed [£500].

Some jurisdictions do not allow the exclusion of certain warranties with a limitation or exclusion of liability for incidental or consequential damages. Accordingly some of the above limitations of this section 9.4 may not apply to you.

#### **9.5 No Association**

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between Mallards Wood and you or any user is intended or created by this Agreement.

### **9.6 No Assignment**

You may not assign your rights or delegate (or sub-contract) your duties under this Agreement.

### **9.7 Suspension or Discontinuance of Service**

Mallards Wood may suspend or discontinue the Site with or without cause and with or without notice.

### **9.8 Force Majeure**

Mallards Wood shall not be liable for any failure to perform its obligations under this Agreement if such failure results from any act of God or other cause beyond its reasonable control (including without limitation, any mechanical, electronic or communications failure).

### **9.9 Entire Agreement**

This Agreement (as amended from time to time) comprises the entire agreement between you and Mallards Wood and governs the use of the Site and any services provided to you in connection with the Site. It replaces and voids any prior agreement between you and Mallards Wood, whether written or verbal, in relation to the Site or any services provided to you in relation to the Site. You may also be subject to additional terms and conditions when you use affiliate or other Mallards Wood services, third-party content or third-party software.

We make no claims that the Site is appropriate for any particular purpose or audience, or that it may be downloaded outside of the United Kingdom. Access to the Site or use of the Site may not be legal by certain persons in certain countries.

### **9.10 Severability**

Each provision of this Agreement excluding or limiting liability shall be construed separately, applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

### **9.11 No waiver**

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

### **9.12 English law**

All legal issues arising from or related to the use of the Site or any services provided in relation to the Site shall be construed in accordance with and determined by the laws of England and you hereby agree to submit to the exclusive jurisdiction of the English Courts.

Mallards Wood Education registered no. **09692479** in England and Wales, at 157 – 159 St Barnabas Road, Woodford Green Essex IG8 7DG.