

TERMS AND CONDITIONS FOR THE USE OF BROADCLYST COMMUNITY PRIMARY SCHOOL'S HOME SCHOOL LEARNING SERVICES

The Terms below set out the basis on which we will provide services to you. You must read these Terms carefully and, if you wish to proceed, confirm your acceptance of these Terms by signing your name in the space provided. If you are unsure or are not prepared to agree with any of the Terms please do not sign. We will consider any reasonable request for changes to these Terms and our address for this purpose is as set out below.

1. DEFINITIONS

1.1 In these Terms, the following words shall (unless the context otherwise requires) have the following meanings:

- "Agreement" these Terms and the Agreement Form;
"BCPS" Broadclyst Community Primary School
"Carrier" any provider to us from time to time of telecommunications services in respect of the Service;
"HSL" Home School Learning
"IPR" all patents, copyright, moral rights, design rights, know-how, Confidential Information, database rights, trademarks and service marks together with applications to register any of the above (where applicable);
"Agreement Form" the form signed by you in respect of the Services;
"Party" you and us;
"Services" the services that form both part and all of HSL (<http://hsl.bcps.org.uk>);
"Terms" these terms and conditions;
"us", "we", "our" Broadclyst Community Primary School, Exeter; EX5 3JG
"your", "you" the organisation acting legally as the parent or the parent of the student/s using or wishing to use the Services;
"Web Site" <http://hsl.bcps.org.uk>

OUR OBLIGATIONS

We agree to provide to you the Services of HSL.

We will use all reasonable endeavours to provide the Services without interruption and materially error free.

You acknowledge that our obligations may be carried out on our behalf by a Carrier or other sub-contractor or agent.

BCPS will guide you towards appropriate material, set and convey acceptable standards of use and endeavour to develop a genuine sense of awareness and responsibility on your part regarding the publication of personal details.

YOUR OBLIGATIONS

You are responsible for the cost of all charges for telephone or cable services you incur while using the Services and all charges to your Internet Service Provider.

You must notify us immediately in writing of any allegation of infringement of any intellectual property rights prompted by your use of the Service. You must allow us, or at our election, Devon County Council and/or the Carrier to conduct all negotiations and proceedings and give us or Devon County Council or the Carrier all reasonable assistance in doing so. You must allow any part of the Service to be modified so as to avoid continuation of the alleged infringement.

You will co-operate with our reasonable requests for information regarding your use of the Service and supply such information without delay.

You agree that all information you have given to us is correct and that you will inform us if it changes.

You agree that you will:

comply with any reasonable instructions or directions issued by us from time to time in respect of the Services;
conform to such protocols and standards as are issued from time to time in respect of the use of the Internet or the Services;

fully indemnify us against any costs and claims from any third party resulting from your intentional misuse or intentional omissions in respect of the Services;

and comply with all applicable legislation (including but not limited to matters arising under the Data Protection Act 1998 and the Regulation of Investigatory Powers Act 2000).

You agree that you will not (and you will ensure that all members of your family, you or their agents and sub-contractors do not):

use the Services for any unlawful purpose or in contravention of any English or other law. This includes but is not limited to:

any act or omission which will or is likely to infringe the intellectual property rights of a third party;

the transmission, display, downloading or uploading of any material or text which is or is likely to be construed as defamatory, offensive, abusive, obscene or which will or is likely to cause unnecessary anxiety or inconvenience to a third party;

use of the Services in any way which is or is likely to violate or infringe the rights of any individual, firm or company in the United Kingdom or elsewhere.

to send or procure the sending of unsolicited advertising or promotional material; or

in a way that does not comply with any instructions given by us for reasons of health, safety or the quality of the Carrier's telecommunications services or our system.

Use the Services in anyway that will or is likely to make excessive use of our network (including but not limited to spamming).

The person signing the Agreement Form warrants his or her authority to bind you to this Agreement.

LIABILITY

SAVE AS REQUIRED BY LAW WE DO NOT WARRANT THE SERVICES (OR ANY OF THEM) AGAINST FAILURE OF PERFORMANCE. WE DISCLAIM AND YOU WAIVE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY IMPLIED WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY OBLIGATION, LIABILITY, RIGHT, REMEDY, NOTWITHSTANDING ANY FAULT, NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY OF US (WHETHER EXPRESS OR IMPLIED) SO FAR AS THE LAW PERMITS.

You agree that we are not liable in contract or tort (other than fraudulent or negligent misrepresentation) or otherwise arising out of or in connection with these Terms for loss of goodwill or reputation, indirect or consequential losses whether or not such losses were within our contemplation, suffered or incurred by you or any third party arising out of or in connection with the provisions of the Services (or any part of them).

4.4 Nothing in this Agreement shall exclude or limit liability for death or personal injury resulting from our negligence or that of the carrier, our employees or sub-contractors.

5 PROPRIETARY RIGHTS

5.1 All title, rights and interest (including but not limited to ownership and IPR) in the Services remain with us and our partners. You acknowledge such title, interest and rights and you shall not take any action or omit to take any action which will or is likely to jeopardise, limit or interfere in any manner such title, right or interest.

Title and related rights in any content accessed through the Service are the property of the applicable content owner and are protected by applicable laws. The right to use granted to you under clause 2.1 gives you no rights to such content. If you wish to use such content, you must ensure that you have the appropriate consent or licence of the content owner.

You acknowledge that you shall have no rights to any IPR in the Services.

6 TERMINATION

6.1 We may terminate or suspend your use of the Services (or any of them) at any time, at our sole discretion, if you breach any term of these Terms.

6.1 We may terminate this Agreement immediately upon written notice to you if (for whatever reason):

it becomes unlawful for us or the Carrier to continue to provide or support the Service; or

the Carrier supporting the Service ceases to do so for whatever reason or changes the terms in respect of the provision of telecommunications services to us for the Service for reasons beyond our reasonable control; or if we are no longer able to support and manage the service.

6.2 Upon termination of this agreement your right to use Service shall immediately terminate and you shall immediately stop using the Service.

7 CONFIDENTIALITY

7.1 Each of us shall while we are providing Services under these Terms and thereafter keep secret and confidential all passwords and registration details regarding the individual user and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of these Terms or save as expressly authorised in writing to be disclosed by the other.

7.2 The obligation of confidentiality contained in clause 7.1 shall not apply or (as the case may be) shall cease to apply to information which:-

7.2.1 Is required to be disclosed under applicable law or order of a court of competent jurisdiction or government department or agency provided that prior to such disclosure the receiving Party shall advise to the disclosing Party of the proposed form of disclosure.

7.3 We reserve the right to periodically monitor and regulate the student's personal email files and disk space.

8 GENERAL

8.1 You accept that we may, in accordance with legal requirements, have to disclose information to governmental organisations (including the police) in respect of your use of the Services. Subject to any legal prohibitions to the contrary we will notify you of such disclosure as soon as reasonably possible.

8.2 We may from time to time wish to notify you of additional services provided by us or third parties that we believe may be of interest to you. If you do not want to receive such information please write to us at our address.

8.3 We shall not be liable for any breach of our obligations hereunder resulting from causes beyond our reasonable control including but not limited to acts of local or central Government or other competent authorities or acts or omissions of third party telecommunications service providers.

8.4 Any notice required or permitted under the Terms must be in English and be sent to us at the following address:

Broadclyst Community Primary School, School Lane, Broadclyst, EXETER, EX5 3JG or +44 (0)1392 461288.

Any notice to be sent to you will be sent to the address which you have provided to us upon admission of your child to BCPS unless you notify us otherwise.

8.5 These Terms do not create a partnership, joint venture, agency or franchise relationship.

8.6 You may not sell, lease, sub-licence, assign or otherwise transfer, whether in whole or in part, by operation of law or otherwise, the rights to use HSL or obligations arising from its use arising under these Terms without our prior written consent.

8.7 Notwithstanding any provision to the contrary, nothing in these Terms will create or confer any rights or other benefits whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you or us.

8.8 The headings to the sections of these Terms are for convenience only and have no substantive meaning.

8.9 These Terms are governed by the laws of England and Wales and we both submit to the exclusive jurisdiction of the English Courts.

8.10 If and in so far as any part or provision of these Terms is or becomes void or unenforceable it should be deemed not to be and never to have been nor formed a part of these Terms and the remaining provisions of these Terms shall continue in full force and effect. In such an event, we shall meet with you to discuss the void and unenforceable provisions and shall substitute therefore a lawful and enforceable provision which so far as possible results in the same effects.

8.11 This Agreement may not be amended, varied, supplemented or otherwise modified unless agreed by us in writing.

8.12 The failure by us to insist on the performance of any of the provisions of these Terms shall not be construed as a waiver or a relinquishment of our rights to future performance of such provisions and your obligation in respect of such future performance shall continue in full force and effect.

8.13 This Agreement supersedes any previous agreement between us and you in relation to the matters dealt with in it and you acknowledge and agree that you have not entered into this Agreement in reliance upon any representation, or statement (whether oral or written) made or alleged to have been made by us or our agents.

9 FAULTS IN THE SERVICE

9.1 You will immediately upon becoming aware of the same report any fault in the Service to us by e-mail: *admin@bcps.org.uk* or by telephone +44 (0)1392 461288.

9.2 You acknowledge that occasionally we and/or our Carrier may have to temporarily interrupt the Service or change the specification of the Service for operational reasons or because of an emergency. In these circumstances you shall have no claim against us for any such interruption or change.

HSL Agreement Form

I/We have read and understood the Terms and Conditions for the use of HSL as set out in the Terms and Conditions Document.

I/We being the parent of.....(pupil's name) accept and agree to the Terms and Conditions as set out in the Terms and Conditions Document.

I/We wish (pupil's name) to make use of the Home School Learning (HSL) system set up, arranged and managed by Broadclyst Community Primary School and accept my/our responsibilities and obligations in ensuring that HSL and the services provided by it are neither abused nor compromised.

I/We accept that the Headteacher and the Governing Body act as agents for Devon County Council in providing this service.

I/We accept our responsibilities to guide our child towards appropriate material, set and convey acceptable standards of use and endeavour to develop a genuine sense of awareness and responsibility on their part regarding the publication of personal details.

I/We agree to grant permission to the school to periodically monitor and regulate my/our child's personal email files and disk space.

Signed:
Parent

Dated: