

# Website Terms of use Policy

This policy (together with the documents referred to) tells you the terms of use on which you make use of our website www.farnboroughforestschool.co.uk as a guest, or a registered user. Please read these terms of use carefully before you start to use the site. By using the site, you indicate that you accept these terms of use and agree to abide by them. If you do not agree to these terms, please refrain from using our site.

# Website Owner, the offering and binding of Terms.

This website is owned and operated by Farnborough Forest School. These terms set out the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information about our educational provision and the ability to book onto our sessions. By accessing or using the website of our service, you approve you have read, understood, and agree to be bound by these Terms.

## Who can use our website and accessing our site

Access to our site is permitted on a temporary basis, and we reserve the right to with-draw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

In order to use this website and/or receive our services, you must be of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited by your country or under any law or regulation applicable to you.

When using our site, you must comply with the provisions of our acceptable use policy (see acceptable use policy).

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

### Right to change and modify Terms.

We reserve the right to modify these terms from time to time at our sole discretion. Therefore you should review this page periodically. When we change the Terms in a material manner, we will notify you of the changes. Your continued use of he website or our service after such a change constitutes your acceptance of the new Terms. If you do not agree to any of the Terms, or future versions of the Terms, do not use or access (or continue to access) the website or service. Some information provided in these Terms may also be superseded by information or notices published elsewhere on the site.

Written September 2022



# Website Terms and Conditions Policy

## Regular Changes to our Site:

We aim to keep the content on our site up to date and current. Therefore, we update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, restrict access to some parts of our site, or close it indefinitely. Any material on the website may be out of date at any given time, and we are under no obligation to update such material.

### Reliance of Information Posted.

Commentary and other materials posted don our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

# <u>Uploading material to our site.</u>

Our website does not allow visitors to upload any materials to it. Material can only be uploaded by the owner, Farnborough Forest School.

### Linking to our site:

You may link to our homepage, provided that you do so in a way that is fair, legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way that suggests any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website which is not owned by you.

You may only link to our homepage. You may not create a link to any other part of our site. The website from which you are linking must comply with the standards set out in our acceptable use policy.

If you wish to make use of any material on our website, please email: farnboroughforestschool@outlook.com

### Ownership of intellectual property, copyrights and logos.

The service and all materials therein or transferred thereby, including, without limitation, software, images, texts, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audios, videos, music and intellectual Property Rights related to thereto, are exclusive property of Farnborough Forest School. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or

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## Right to suspend or cancel

We may permanently or temporarily terminate or suspend your access to the service without notice or liability for any reason, including if in our sole determination you violate any provision of these Terms and/or any services at anytime.

### Indemnification

You agree to indemnify and hold Farnborough Forest School harmless from any demands, loss, liability, claims or expenses (Including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

### Limitation of Liability:

To the maximum extend permitted by applicable law, in no event shall Farnborough Forest School be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill use, data or other intangible losses, arising or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Farnborough Forest School, assumes no liability or responsibility for any i) errors, mistakes, or inaccuracies of content; ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our services and iii) any unauthorised access to or use of our secure servers and/or and personal information stored therein.

# <u>Promotional Emails and Content.</u>

As per our GDPR Policy, you agree to receive from time to time promotional emails and materials from us, by email or any other contact form you may provide us with (including you phone number for calls or text messages). If you don't want to receive such promotional materials or notices—please notify us, by email, at anytime.

### Concerns.

If you have any concerns about material which appears on our website, please contact

farnboroughforestschool@outlook.com





# Website Terms and Conditions Policy

purchasing from the site

## Key Commercial Terms offered to customers:

When buying a service you agree that: i) you are responsible for reading the full item listing before making a commitment to buy it; ii) you are entering a legally binding contract to purchase an item and you complete the check out payment process.

The prices we charge for our services are listed on the website. We reserve the right to change our prices at anytime, and to correct pricing errors the may inadvertently occur. Additional information about prices is available on the payments page.

### Cancellation and Refunds:

All booking payments made are non-refundable.

If you are unable to attend a session, please inform us as soon as possible by emailing: farnboroughforestschool@outlook.com

Please ensure we are informed as soon as possible, so that we can offer the place to someone else—as our sessions are very popular.

In the event that a session is cancelled by Farnborough Forest School ourself, we will offer an alternative session or a full refund.

### Retention of right to change offering:

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services.

We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

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