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This is an agreement between you (You) and the Aquinas Church of England Education Trust (the Trust) (the Agreement). "Your" and "We/ Us" means both You and the Trust respectively. The effective date of this Agreement is when You accept this Agreement and access the Trust's website.

The use of this website is subject to the following terms of use:

1. Permission to Use

- i. 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
- ii. The Trust hereby grants to You a personal, non-transferable and non-exclusive license to access, read and download one copy of the content.
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 - 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
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2. License to Use Your Information

- i. The Trust 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 of requested and You hereby consent to such collection, storage, use and disclosure and waive any right of privacy You may have.
- ii. With the exception of personal information, You hereby grant to the Trust the perpetual, unlimited, royalty-free, worldwide, nonexclusive, irrevocable, transferable license to run, display, copy, reproduce, publish, bundle, distribute, market, create derivative works of, adapt, translate, transmit, arrange, modify, sub-license, export, merge, transfer, loan, rent, lease, assign, share, outsource, host, make available to any person or otherwise use, any information or other content You provide on or through this web site or which is sent to the Trust by e-mail or other correspondence, including without limitation, any ideas, concepts, inventions, know-how, techniques or any intellectual property contained therein, for any purpose whatsoever. The Trust shall not be subject to any obligations of confidentiality regarding any such information unless specifically agreed by the Trust in writing or required by law. You represent and warrant that you have the right to grant the license set out above.

3. Limitation of liability and Disclaimer

- i. The content is provided for educational and informational purposes only and should not be interpreted as a recommendation for any specific product or service, use or course of action. It is subject to change without notice.
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- viii. This website may include information and materials uploaded by other users of the website, including to blogs, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by

other users on the Trust's website do not represent the Trust's views or values where they do not align with the Trust's views or values.

- ix. In no event will We be liable for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of or in connection with the use of this website. We do not guarantee that our site will be secure or free from bugs or viruses. You are responsible for configuring Your information technology, computer programmes and platform to access our site. You should use Your own virus protection software.

4. Copyright

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- iv. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

5. Termination

This Agreement is effective until terminated by the Trust, with or without cause, in the Trust's sole and unfettered discretion. The Trust may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the Trust shall be in addition to and without prejudice to such rights and remedies as may be available to the Trust, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to use Trust's website, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

6. Indemnity

You agree at all times to indemnify, defend and hold harmless the Trust, 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 Trust directly or indirectly in respect of:

- any information or other content You provide on or through this web site or which is sent to the Trust by e-mail or other correspondence; or
- Your use or misuse of the content or this web site, including without limitation infringement claims

7. Governing law

Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

8. Dispute resolution

In the event of a dispute, We agree to submit to the jurisdiction of the British courts.

9. 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.

10. Entire agreement

These terms and conditions and any and all legal notices on this web site constitute the entire agreement between You and the Trust 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 Trust unless executed by the Trust 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.

11. 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.

12. Enurement

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.

Privacy Statement

The Trust (collectively referred to as 'We' or 'Us') acknowledges the importance of the privacy of the users (Your/ You) of its websites.

Your right to privacy is an important concern to Us and We wish to protect the privacy of the personally identifiable information You share with Us when You choose to contact Us via the website such as Your name address, email address, phone number, IP address and the page requested. This information is automatically received by Us and stored on our servers.

We only use the information which is provided through the website to help Us provide You with the information You have requested and for other operational and internal purposes. We will only collect Your personal information if You provide it voluntarily. If You do not want this information to be collected by us, please do not submit it. We will never pass any of these details on to any other party unless legally compelled to do so and We will not retain Your personal information longer than is necessary for the purpose for which it is collected.

We also believe it is important to inform You about how We will use Your personal data, and to give You choices about how Your data will be used. Therefore, We encourage You to read the Trust's Data Protection Policy.

We may from time to time, but are not obligated to, monitor Your use of the web site and collect, store and use personal information about You for providing the service requested. 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 Us by contacting Us in writing.

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