

Medway Grid for Learning

Policies and Guidance



Web Site Terms and Conditions

(Version 1.01 - 02/01/2003)

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Introduction

This document is intended to provide general information and guidance related to connecting school LANs to the broadband Grid for Learning network, and running school systems and servers effectively to deliver a reliable, high performance service. It also provides specific policies adherence to which is necessary for the smooth and effective running of the whole network.

1 Legal notices

1.1 Introduction

The purpose of this guidance is to identify key areas, with some exemplification, for those schools wishing to develop a terms and conditions document. *It is worthy of note that many organisations do not have such a document.*

1.2 Email footer / header

Many organisations choose not to include a filter at the end of each email; other organisations may use a footer or header to identify a personal email.

If you wish to include a footer in your emails this is most easily achieved by adding it to the sender's e-mail signature preferences.

"This message is intended only for the use of the person(s) "the intended recipient(s)" to whom it is addressed. It may contain information which is privileged and confidential within the meaning of the applicable law. If you are not the intended recipient, please delete all copies of this email and any attachments and contact the sender as soon as possible. The views expressed in this communication may not necessarily be the views of <schoolname>."

1.3 Links to other websites

Your school website may contain links to other websites. In no way would this suggest support for the views or content of the site and your school cannot be held responsible for the content, or viruses found on these sites. If you have any questions regarding the links then please contact the webmaster: webmaster@<schoolname>.medway.org.uk

1.4 Links from other websites

The <schoolname> website may be linked to from other websites. We do not have any way of authorising this, and there is no method for controlling it, however we would ask that any webmaster wishing to link to the <schoolname> site respect the following guidelines:

- should not imply that <schoolname> is endorsing it or its products
- should not misrepresent its relationship with <schoolname>
- should not present false information about <schoolname>
- should not use the <schoolname> school logo or the <schoolname> Online logo without permission from <schoolname>

1.5 Exemplification

<http://www.bbc.co.uk/terms/>

<http://www.hoteladvice.com/disclaimer.html>

2 Sample Agreement for Web site use

Modification of these terms of use

<School Name> reserves the right to change the terms, conditions, and notices under which the <School Name> site is offered. You are responsible for regularly reviewing these terms and conditions and additional terms posted on particular websites. Your continued use of the <School Name> site constitutes your agreement with <School Name> to all such terms, conditions, and notices.

Copyright

All rights, including copyright and database right, in the <School Name>'s website and its contents, are owned by or licensed to the <School Name>, or otherwise used by the <School Name> as permitted by applicable law.

In accessing the <School Name>'s webpages, you agree that you will access the contents solely for your own private use but not for any commercial or public use. You can download and use the service on a single CPU at a time and you can print out a single hard copy of any part of the content on the <School Name>'s website for your personal use.

Except as permitted above, you undertake not to copy, store in any medium (including in any other website), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the <School Name>'s website without the prior written permission of the <School Name> or in accordance with the Copyright, Designs and Patents Act 1988.

This site and the information, names, images, pictures, logos and icons regarding or relating to the <School Name>, its products and services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. The <School Name> does not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the materials. <School Name> disclaims liability for data lost or other damage done to computers whilst viewing the website (the website may contain advanced content such as java applications, ActiveX components etc that some computers may not be equipped to handle and this may cause a system hang/crash).

If any of these Terms and Conditions should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms and Conditions are intended to be effective, then to the extent and within the jurisdiction which that Term or Condition is illegal, invalid or unenforceable, it shall be severed and deleted from this clause and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales.

If these Terms and Conditions are not accepted in full, you do not have permission to access the contents of this website and therefore should cease using this website immediately.

Links to third party sites

The <School Name> site may contain images of and links to third party Web sites ("Linked Sites"). The Linked Sites are not under the control of <School Name> and <School Name> is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. <School Name> is not responsible for webcasting or any other form of transmission received from any Linked Site nor is <School Name> responsible if the Linked Site is not working appropriately. <School Name> is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by <School Name> of the site or any association with its operators. You are responsible for viewing and abiding by the privacy statements and terms of use posted at the Linked Sites.

Any dealings with third parties (including advertisers) included within the <School Name> site or participation in promotions, including the delivery of and the payment for goods and services, and any other terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and the advertiser or other third party. <School Name> shall not be responsible or liable for any part of any such dealings or promotions.

No unlawful or prohibited use

You agree that you will not use the <School Name> site for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the <School Name> site in any manner that could damage, disable, overburden, or impair any server or the network connected with the <School Name> site. You may not attempt to gain unauthorised access to any <School Name> site/service, other accounts, computer systems or networks connected to any <School Name> site, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the <School Name> site.