

Terms & Conditions

www.gsa.co.uk (the “Website”) is owned and operated by the Girls’ Schools Association, an association of schools whose address is at Suite 105, 108 New Walk, Leicester, Leicestershire, LE1 7EA.

The terms “we”, “our”, “us” when used in these Terms means the Girls’ Schools Association (“GSA”).

The terms “you”, “your” and “yours” when used in these Terms means you as a user of the Website.

1. Use of the website

- 1.1. Please read the following terms and conditions (the “Terms”) carefully before using the Website. The Terms form the agreement between you and us and govern your use of the Website.
- 1.2. By using the Website and/or by registering with us, you signify your agreement to be bound by the Terms. If you do not agree to accept the Terms, you should not use the Website or register for any of the services available through the Website.
- 1.3. We reserve the right to change these Terms at any time, and you are advised to review the Terms regularly to ensure that you are aware of any changes. Your continued use of the Website after such changes are posted will be deemed agreement on your part to these Terms, as amended.

2. Intellectual property rights

- 2.1. Copyright and all intellectual property rights in the content of the Website are either owned by or are licensed to GSA, and are protected by such rights including, without limitation, by copyright and under trade mark laws. With the exception of any content that you contribute to the Website, all content on the Website, including but not limited to designs, text, graphics, pictures, video, information, applications, software, music, sound and other files and their selection, arrangement and “look and feel” (the “Website Content”) is and shall remain the property of GSA or of those third parties whose content is licensed to GSA. No Website Content may be modified, copied, distributed, downloaded, posted, transmitted, reproduced, framed, republished or sold in any form or by any means, in whole or in part, without GSA’s prior written permission.

- 2.2. You are granted a limited licence to access and use the Website and the Website Content, and to download and print one copy of any portion of the Website Content to which you have properly gained access solely for personal and non-commercial use. Any such use must ensure that all copyright and proprietary notices remain intact. Except for any content that you have contributed to the Website, you may not upload or republish Website Content on any internet, intranet or extranet site, or incorporate any aspect of the Website Content in any other database or compilation. Any other use of Website Content is strictly prohibited.
- 2.3. All trademarks and logos shown on the Website are either owned by GSA or a third party. No rights are granted to use any trademarks or logos which appear on this Website. For the avoidance of doubt, you may not use any meta tags or any other hidden text utilising GSA's trademarks without our prior written permission.
- 2.4. Under no circumstances shall the use of this Website grant to any user any interest in the content of the Website, or in any intellectual property rights of GSA whatsoever.
- 2.5. No part of the Website may be reproduced or stored in any other website, or included in any public or private electronic retrieval system or service without GSA's prior written permission.

3. Misuse of the website

- 3.1. Except as otherwise set out in these Terms, you must not, nor must you allow any other person, to alter, add to, delete, remove or tamper with this Website or any part of it or indirectly disrupt or interfere (or attempt to disrupt or interfere) with or alter this Website. You must not misuse the Website by knowingly or recklessly performing an unauthorised act, including by introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website including without limitation via a denial-of-service attack or a distributed denial-of service attack.
- 3.2. By breaching Clause 3.1, you could commit a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to access and use our Website will cease immediately.
- 3.3. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Website or to your downloading of any material posted on it, or on any website linked to it. We recommend that you take measures to protect the security of your computer including installing anti-virus software on to your computer.

4. Information on the website

- 4.1. Any material posted on the Website is provided on an “as is” basis. All information available on the Website is for guidance only; it is not intended to amount to advice. We shall have no liability to you or anyone who may be informed of the contents of the Website in the event any party places reliance on any content or other materials on or available via the Website.
- 4.2. Whilst we reserve the right to change the content of the Website at any time, material on the Website may be out of date from time to time and we are under no obligation to update such material.
- 4.3. We make no representation that material on the Website is appropriate for or available outside England and Wales. If you access the Website from outside England and Wales, you are solely responsible for compliance with any applicable local law.

5. User contributions

- 5.1. Any communications which we receive from you (including without limitation by email and any material that you submit via this Website) (“User Material”) will be deemed non-confidential and non-proprietary and we reserve the right to use User Material for any purpose whatsoever (including for publication in any offline publication where we consider this appropriate). You grant us a perpetual, royalty-free, non-exclusive, sub-licensable right and licence to use, reproduce, modify, adapt, edit, publish and exercise all copyright and publicity rights with respect to such User Material worldwide and/or to incorporate User Material generated by you in other works in any media now known or later developed for the full term of any rights that may exist in the content of User Material, subject to the privacy restrictions set out in our Privacy Policy. If you do not wish to grant such rights to GSA, please do not submit any User Material to us.
- 5.2. By submitting any User Material, you:
 - 5.2.1. warrant that such User Material is your own original work and that you have the right to make it available to us for all the purposes specified above; and
 - 5.2.2. agree to waive any moral rights in your User Material.
- 5.3. Under no circumstances should you submit:
 - 5.3.1. Any material that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under confidentiality agreements);
 - 5.3.2. any private information or personal data of any third party including, without limitation, telephone numbers, addresses, passwords or financial details, or

solicit such personal information for commercial or unlawful purposes, unless you have their permission to do so;

- 5.3.3. any material that infringes any patent, trade mark, design, trade secret, copyright or other proprietary rights of any party;
- 5.3.4. any unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation, except where such areas are specifically designed for that purpose;
- 5.3.5. any material that contains software viruses including but not limited to trojan horses, worms, time bombs, cancel-bots or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- 5.3.6. any material that is unlawful, harmful, infringing, threatening, abusive, inflammatory, harassing, defamatory, vulgar, obscene, fraudulent, libellous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- 5.3.7. any material that would constitute, encourage or provide instructions for a criminal offence, violate the rights of any party, or would otherwise create liability or violate any applicable laws;
- 5.3.8. any material that, in the sole judgment of GSA, is objectionable or which restricts or inhibits another's use or enjoyment of the Website, or which may expose GSA or its members to any harm or liability of any kind.

5.4. Any User Material submitted to us is submitted on the basis that we may review and edit such User Material prior to publication. We reserve the right to remove any User Material or part thereof published on the Website at any time and for any reason at our absolute discretion without notification to you.

5.5. GSA shall fully co-operate with any law enforcement authorities or court order requesting or directing GSA to disclose the identity or locate anyone submitting any material in breach of Clause 5.3.

6. Links

6.1. From time to time, this Website may contain links to other websites which we consider may be of interest or helpful to you. These links are provided for your convenience only and GSA has no control over nor is in any way responsible for the content or availability of such websites. GSA therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.

6.2. You may not link to this Website from any other website without our express written authorisation. Permission for such linking may be requested by sending your name,

address, website URL and details of the nature of the website to the Digital Manager, Imogen Vanderpump at imogenvanderpump@gsa.uk.com.

7. Advertisers

7.1. GSA shall not be liable to you in respect of any goods or services that are advertised or promoted on the Website by any other suppliers and you should make your own inquiries to ensure that the goods and services offered by those suppliers are suitable for your purposes, are (as the case may be) of satisfactory quality or provided with reasonable skill and care and that you have read and agreed any terms of business under which those goods and services are supplied.

8. Newsletters/ use of data

8.1. Upon becoming an accredited member of the Association you will automatically be registered to receive our newsletters and mailings.

8.2. You shall at all times:

- 8.2.1. provide GSA with accurate information about your identity; and
- 8.2.2. keep any username and password issued to you strictly confidential.

8.3. You may terminate your any or all of your GSA newsletter subscriptions at any time and for any reason by clicking Unsubscribe in any of the mailings that we send to you, or by emailing the Data Protection Compliance Manager, Kate Williams, at katewilliams@gsa.uk.com.

8.4. Failure to comply with these Terms in full may result in the immediate suspension or termination of your newsletter subscription, with or without notice, at GSA's sole discretion.

9. Limitation of liability and disclaimer

9.1. GSA is providing the Website on an "as is" and "as available" basis and to the fullest extent permissible by law makes no (and expressly excludes all) guarantees, representations (except for fraudulent misrepresentation) or warranties of any kind (express or implied) with respect to the Website and its contents or any websites to which it is linked including, without limitation, warranties as to quality and fitness for purpose.

9.2. GSA does not represent or warrant that the information accessible via the Website is accurate, complete, reliable or current nor that the Website will meet particular requirements, or be available, accessible, uninterrupted, timely, secure or operate

without error or that it will be free from viruses, worms, trojan horses or other harmful elements. No advice or information obtained by you from the Website, whether written or oral, will create any warranty or other obligation not expressly stated in these Terms.

9.3. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

9.3.1. IN NO EVENT WILL GSA, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GSA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM:

9.3.1.1. THE USE OR THE INABILITY TO USE THE WEBSITE;

9.3.1.2. THE COST OF OBTAINING SUBSTITUTE GOODS AND/OR SERVICE RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICE PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE;

9.3.1.3. UNAUTHORISED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION OR DATA;

9.3.1.4. STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEBSITE;
OR

9.3.1.5. ANY OTHER MATTER RELATING TO THE WEBSITE.

9.3.2. NOTHING IN THESE TERMS OF USE SHALL EXCLUDE OR RESTRICT ANY LIABILITY FOR DEATH OR PERSONAL INJURY ARISING FROM THE NEGLIGENCE OR FRAUD OF GSA.

10. Indemnity

10.1. YOU AGREE TO ON DEMAND INDEMNIFY AND KEEP FULLY INDEMNIFIED GSA AGAINST ALL CLAIMS, LIABILITIES, COSTS, DAMAGES OR LOSSES WE MAY SUFFER OR INCUR (INCLUDING WITHOUT LIMITATION ANY LEGAL FEES) ARISING OUT OF OR IN CONNECTION WITH ANY BREACH BY YOU OF YOUR OBLIGATIONS UNDER THESE TERMS.

11. Access to the website

11.1. You are responsible for making all arrangements necessary for you to have access to the Website.

11.2. Access to the Website is permitted on a temporary basis. We reserve the right to terminate your access to the Website or any part of it or to withdraw any of our services at any time, without notice, for any reason (including without limitation any

breach of these Terms). From time to time, we may restrict access to some parts of our Website, to our entire Website and/or to users who have registered with us.

- 11.3. While GSA endeavours to ensure that the Website is normally available 24 hours a day, GSA shall not be liable if for any reason the Website is unavailable at any time or for any period.

12. General

- 12.1. If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.
- 12.2. Failure or delay by us in enforcing or partially enforcing any of these Terms shall not be construed as a waiver of any of our rights under these Terms. Any waiver by us of any provision of these Terms shall not be deemed a waiver of any subsequent breach of any provision.
- 12.3. A person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms, but this Clause 12.3 does not affect a right or remedy of a third party which exists or is available apart from that Act.
- 12.4. These Terms and the Privacy Policy constitute the entire agreement between you and GSA and govern your use of the Website and supersede any prior agreements between you and GSA in relation to the Website.
- 12.5. These Terms and any dispute or claim arising out of or in connection with them or their subject matter, shall be governed by, and construed in accordance with, the law of England. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms or their subject matter.