

## **1 Terms of website use**

- 1.1 This page tells you the terms and rules which apply when you access or use of our website "bedfordcharity.org.uk" and its content (**our site**), whether as a guest or as a registered user. Please read these terms of use carefully before you access or use our site further. By accessing or using our site, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, you must not use or access our site.

## **2 Information about us**

- 2.1 Our site is operated by The Bedford Charity (the Harpur Trust) ("We"). We are registered charity number 204817. Our address is The Bedford Charity (The Harpur Trust), Princeton Court, Pilgrim Centre, Brickhill Drive, Bedford, England MK41 7PZ. Our email address is info@harpur-trust.org.uk. Our VAT number is 322465676

## **3 Accessing our site**

- 3.1 Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice.
- 3.2 From time to time, we may restrict access to some parts of our site to users who have registered with us.
- 3.3 If you choose, or you are provided with, a user identification code, password or any other information as part of our security procedures, you must treat such information as confidential and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time if in our opinion you have failed to comply with any of the provisions of these terms of use.
- 3.4 You are responsible for making all 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 the content of this page, and that they comply with it.

## **4 Use of our site**

- 4.1 You agree to use our site only for lawful purposes.
- 4.2 You agree not to use or link to our site:
- 4.2.1 in any way which, in our reasonable opinion, is unfair to us or could harm, or take advantage of, our reputation or property;
  - 4.2.2 in any way that breaches any applicable local, national or international law or regulation;
  - 4.2.3 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 4.2.4 for the purpose of harming or attempting to harm minors in any way; or
  - 4.2.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- 4.3 You must not introduce to our site, or use our site to transmit, any material which is malicious, technologically harmful or designed to adversely affect the operation of any

computer software or hardware (such as viruses, trojans, worms, logic bombs, time-bombs, keystroke loggers, spyware or adware).

- 4.4 You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site or otherwise used by us. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.
- 4.5 You also agree not to access without authority, interfere with, damage or disrupt any equipment or network on which our site is stored, any software used in the provision of our site; or any equipment or network or software owned or used by any third party.
- 4.6 By breaching this paragraph 4, you may be committing a criminal offence under the Computer Misuse Act 1990. We will 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 use our site will cease immediately.

## **5 Intellectual property rights**

- 5.1 We are the owner of, or the licensee of, all intellectual property rights in our site. These intellectual property rights are protected by laws and treaties around the world. All such rights are reserved. "Intellectual property rights" include, but are not limited to, the design and content of our site and our name, logo and crest.
- 5.2 You must not use any part of the materials on our site for commercial, business or professional purposes without obtaining a licence to do so from us or our licensors, except that you may use our site to apply for grants and you may use the other services available on our site.
- 5.3 If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

## **6 Our site changes regularly**

- 6.1 We aim to update our site regularly, and may change the content at any time. We reserve the right to, at any time or for any reason, suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

## **7 Our liability**

- 7.1 Our site is provided without any guarantees, conditions or warranties as to its accuracy.
- 7.2 All conditions, warranties and other terms which might otherwise be implied by law are excluded.
- 7.3 We have no liability 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 site or to your downloading of any material posted on it.
- 7.4 Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore have no liability or 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.

- 7.5 We have no liability for our site (or any part of it) being unavailable at any time or for any period.
- 7.6 We are not responsible, or liable, for the content or accuracy of any materials posted by you or any other user of our site.
- 7.7 We have no liability for any indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it.
- 7.8 We do not have any liability for any of the following:
  - 7.8.1 loss of income or revenue;
  - 7.8.2 loss of business;
  - 7.8.3 loss of profits or contracts;
  - 7.8.4 loss of anticipated savings;
  - 7.8.5 loss of data;
  - 7.8.6 loss of goodwill; and
  - 7.8.7 wasted management or office time.
- 7.9 Nothing on this page restricts our liability for:
  - 7.9.1 death or personal injury arising from negligence;
  - 7.9.2 fraud; or
  - 7.9.3 anything else which cannot be excluded or limited by applicable law.

## **8 Information about you and your visits to our site**

- 8.1 We process information about you in accordance with our privacy policy. By using our site, you consent to such processing and you warrant that all information provided by you is accurate.

## **9 Links from our site**

- 9.1 Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

## **10 Jurisdiction and applicable law**

- 10.1 Subject to paragraph 10.2, the English courts have exclusive jurisdiction over any claim arising from, or related to, our site.
- 10.2 We may:

- 10.2.1 apply for an injunction or similar relief in any jurisdiction;
  - 10.2.2 enforce our intellectual property rights anywhere in the world; and
  - 10.2.3 bring proceedings against you for breach of these terms of use in your country of residence.
- 10.3 These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **11 Trade marks**

- 11.1 "the Bedford Charity", "the Harpur Trust", "Bedford Modern School", "Pilgrims Pre Preparatory School", "Dame Alice Harpur School", "Bedford School" and "Bedford High School" are registered trade marks of The Bedford Charity (the Harpur Trust).

## **12 Variations**

- 12.1 We may revise these terms of use at any time by amending this page. You must check this page each time you visit our site and take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

## **13 Your concerns**

- 13.1 If you have any concerns about material which appears on our site, please contact [info@harpur-trust.org.uk](mailto:info@harpur-trust.org.uk)
- 13.2 Thank you for visiting our site.