

## WEB SITE TERMS AND CONDITIONS

The Terms of Use governing use of the [www.theisba.org.uk](http://www.theisba.org.uk) website ("the Site") changed on 1 January 2008 so please ensure that you are familiar with the Terms in their current form.

All copyright and other rights that subsist in the home page and in the sub-domain pages of the Site are owned by the Independent School's Bursars' Association ("the ISBA") or other parties. ISBA is a registered charity (Registered Charity No 1121757) and a private company limited by guarantee (Registered Company No 6410037).

**Use of the "Members" section of the Site is subject to clauses 1 – 3 of these Terms of Use below:**

1. The registration processes on the Site require you to have a unique username and password that gives you access to your account. You and your school are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur through your website account. You agree to:
  - (a) Immediately notify us if you become aware of any unauthorised use of your password or website account or any other breach of security by sending an appropriately worded email to [office@theisba.org.uk](mailto:office@theisba.org.uk), and
  - (b) Ensure that you exit from your account at the end of each session. The ISBA cannot and will not be liable for any loss or damage arising from your failure to comply with these requirements.
2. If you are using the Site on behalf of a member of the ISBA and are authorised to do so the material from this Site may be downloaded, viewed, listened to (where appropriate), printed, copied on the hard disk of your computer and photocopied in reasonable numbers for the purposes of promoting efficient and effective administration and carrying out ancillary services at the independent school in question. Any other type of use requires the prior written agreement of the ISBA.
3. If you are not authorised to access the Site on behalf of a member of the ISBA you must refrain from accessing the "Members" section of the Site.

**The remaining Clauses of these Terms of Use apply to ALL users of the Site**

4. If you are not using the Site on behalf of a member of the ISBA, you may browse, download, view, print, copy onto the hard disk of your computer (but not photocopy) and use all material from the Site for your own personal, non-commercial purposes as a personal information resource in good faith only. Any other type of use requires the prior written agreement of the ISBA.

5. You will not use the Site:
- (a) for the posting, uploading, emailing or other transmission of any material, the publication, dissemination, use or possession of which infringes the rights of any person or which is unlawful in any other respect;
  - (b) in any way which is abusive, defamatory or obscene or which will harass, offend, distress or inconvenience any person or which encourages or entices abuse, discrimination or criminal activity or which might restrict or inhibit the use and enjoyment of the Site by any person;
  - (c) for the posting, uploading, emailing or other transmission of any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation or commercial exploitation;
  - (d) for the posting, uploading, emailing or other transmission of any material that contains software viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment;
  - (e) to create a database (electronic or otherwise) that includes material downloaded or otherwise obtained from the Site;
  - (f) to transmit or re-circulate any material obtained from the Site to any third party;
  - (g) in such a way so as to remove the copyright or trade mark notice(s) from any copies of any material made in accordance with these terms;
  - (h) in any way that might infringe third party privacy or other rights or is unlawful;
  - (i) to post link(s) that take users to material that contravenes any of the above restrictions; or
  - (j) in any way that might bring the ISBA into disrepute.
6. You hereby grant the ISBA a non-exclusive, royalty-free, perpetual and worldwide licence to republish any material you submit, post, upload, email or otherwise transmit to them or to the Site in any format, including without limitation print and electronic format.
7. Any discussion forums or pages of the Site where you are capable of posting material are provided for the exchange of lawful, relevant, fair and appropriate

information, opinions and comment. Use of the Site that is inconsistent with those stated purposes is strictly prohibited.

8. In relation to any content that you post to the Site, you acknowledge and agree:-
  - (a) that the ISBA accepts no responsibility for any statements, material or other submissions placed on our online forums by you or any third party, or for any loss or damage resulting from your breach of the restrictions set out above; and
  - (b) to indemnify the ISBA from any and all claims and liabilities (including legal fees) which arise from your statements, contributions or other submissions to our online forums, from any unauthorised use of material obtained from our online forums or otherwise from your breach of the restrictions set out above.
9. We will not view or edit or pre-screen any contribution that you or anyone else make to the forums or to the Site generally and therefore, unless we are specifically notified of the nature of any item of content, you cannot assume that we are responsible for having made it available on the website. We, and others that we designate, shall have the right (but not the obligation) at our sole discretion to refuse or remove any content that is posted to, or available on, the forums or the Site without the need to give any reasons for doing so.
10. If you object to the publication of any material placed on our online forums (or anywhere else on this Site) please let us know by calling 01256 330369 or by sending an appropriately worded email to [office@theisba.org.uk](mailto:office@theisba.org.uk) and we will take whatever action we deem appropriate.
11. The ISBA shall have the right to refuse to allow you access to any of the pages on the Site at any time and for any reason without giving you any advance notice and the ISBA shall not be liable for any losses or damages whatsoever (other than losses or damages for death or physical injury arising out of the negligence of the ISBA or its employees) arising from your inability to access any of the pages on the Site.
12. Whilst every effort has been taken to ensure the accuracy of the information provided by the ISBA, its employees and agents in these pages, the contents of the Site are naturally subject to change from time to time. Some of the material on the Site may be supplied to us by third parties and we are unable to check its accuracy or completeness. You are advised to verify the accuracy of any information before relying on it. Further, due to the inherent nature of the Internet, errors, interruptions and delays may occur in the service at any time. Accordingly, this website is provided on an "AS IS" and "AS AVAILABLE" basis without any warranties of any kind and we do not accept any liability arising from any inaccuracy or omission in the information or interruption in availability. **YOU ARE RESPONSIBLE FOR CHECKING THE ACCURACY OF RELEVANT FACTS AND OPINIONS**

**GIVEN ON THE SITE BEFORE ENTERING INTO ANY COMMITMENT  
BASED UPON THEM.**

13. The ISBA cannot guarantee that your use of the Site will be free from error and/or uninterrupted. The ISBA, its Committee Members, its employees and its representatives exclude, in so far as it is legally possible, all liability and responsibility for any damages (other than liability for death or physical injury arising out of the negligence of the ISBA or its officers) including, but not limited to, indirect or consequential damages, damages for loss of opportunity or chance, or any damages whatsoever arising from use or loss of, data, or profits, whether in action of contract, negligence or other tortious action, arising out of, or in connection with, any information on the Site or any other Internet sites or the use thereof.
14. You acknowledge that communications via email or over the Internet can never be entirely reliable or secure and if you chose to communicate with the ISBA through these mediums you accept that your messages might be lost or intercepted through no fault of the ISBA.
15. Some of the pages on the Site include links to external third party websites. These links are included to give you the opportunity to access other pages that it is felt may be of interest or assistance to you. The ISBA is not responsible for the content of these Internet sites. Furthermore, on some of the pages of those external websites you may be informed of the opportunity of entering into agreements with third parties. The ISBA is not liable in relation to, and takes no responsibility for, any contract entered into by you with any third party.
16. Whilst effort has been taken to ensure that the Site is free from viruses, The ISBA gives no warranties it will always be free from viruses and you are responsible for ensuring that you have installed adequate and up-to-date virus-checking software. The ISBA excludes, in so far as it is legally possible, all liability and responsibility (other than liability for death or physical injury arising out of the negligence of the ISBA or its officers) for any viruses or any other computer code, files or programs designed to interrupt, restrict, destroy, limit the functionality of or compromise the integrity of any computer software or hardware or telecommunications equipment or other material transmitted with or as part of the Site.
17. The names, images and logos identifying the ISBA or third parties and their products and services, are the proprietary marks of the ISBA, and/or may be the proprietary marks of third parties. Any use made of these marks may be an infringement of rights in those marks and the ISBA reserves all rights to enforce such rights that it might have.
18. These terms may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the Site after any variation has been posted.

19. If any of these terms and conditions should be determined to be illegal, invalid or otherwise unenforceable, it shall be severed and deleted from the terms and conditions and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

20. These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising from matters relating to the Site shall be exclusively subject to the jurisdiction of the courts of England and Wales.

21. **Data Protection**

21.1 The ISBA is registered under, and will process your personal data in accordance with, data protection legislation.

21.2 You hereby agree that the information you submit via the Site and any other information sent to the ISBA by you or otherwise obtained by the ISBA about you ("the Personal Data") may be processed by The ISBA for the purposes of:

- (a) disclosing contact details for all Members on the Site;
- (b) enabling the ISBA to carry out its administrative functions;
- (c) enabling the ISBA to operate the Site;
- (d) providing you with information by email or other means;
- (e) providing you with information about products and services of the ISBA and other parties;
- (f) statistical analysis;
- (g) assessing and evaluating the use that is being made of the Site; and
- (h) information and databank compilation and administration.

THE PROCESSING OF THE PERSONAL DATA MAY INVOLVE THE ISBA DISCLOSING YOUR DETAILS TO REGULATORY BODIES AND/OR OTHER THIRD PARTIES.

21.3 Of course, if you post any personal information to any bulletin boards or forums, this information will immediately be made available to other users throughout the world who may use it to send you unsolicited communications.

## **21.4 Cookie Usage on this website**

A cookie is a tiny piece of information which is sent from a web server to your PC. It contains information defined by the web server which can instruct the cookie to either save into your PC's memory for the duration of the web browser session (temporary), or write to your hard disk for use again on another visit (permanent).

### **Our Temporary Cookie**

When you enter your login details for the site, the username and password are checked against records held in our database. If they match successfully, then the login is authenticated, and our server sends a temporary cookie back to your web browser. This cookie contains information which enables the server to identify the fact that you have already logged in successfully. This is required in order to check that you are authorised to view protected pages within the site, which are reserved for members only.

### **Our Permanent Cookie**

The permanent cookie which is sent to the hard disk contains ONLY your username. This is done simply to save you needing to enter the username when you visit the site again. Instead, the login form will already contain the username as it was when someone last logged in successfully from the PC.

### **Disabling Cookies**

Cookies can be disabled by using the Internet Options (or preferences) in your browser, in the Privacy section. However, please note that with cookies disabled, it will NOT be possible to log in the members area of this site.