

TERMS OF USE

Please read carefully the following terms of use ("**Terms**") for the website whose URL is www.nasbm.co.uk. ("**Site**"). You can print off these Terms, or store them in your computer, for future reference.

1. About Us

The Site is provided by National Association of School Business Management, company registration number 3425492, whose registered office address is at 53 Butts, Butts Road, Coventry, CV1 3BH, email info@nasbm.co.uk, trading as 'NASBM' ("**we/us**").

2. Privacy Policy

Any personal data which you may provide us through the Site is subject to our [Privacy Policy](#).

3. Use of the Site

- (a) You may access the Site solely for your own personal use. You must not use any content of the Site for any commercial or illegal purpose.
- (b) By submitting any material to us ("**Material**") you acknowledge that we may copy, modify, distribute or create a derivative work from the Material in any manner that we shall determine. You also waive any moral rights in the Material for the purposes of its publication on the Site. You will indemnify us if any third party takes action against us in relation to the Material.
- (c) You must not submit any Material which is defamatory, offensive, menacing or obscene to the Site or which in our Judgment may cause nuisance, annoyance, damage or offence, inconvenience to us or any other person or which is illegal. We may remove or edit such Material from the Site at any time without notice to, or consent by, you.
- (d) You must not cause any nuisance, annoyance or inconvenience to us, our customers or our users of the Site.
- (e) We reserve the right to charge you to access certain information on the Site. We will inform you where a charge will be incurred by you for accessing certain services or information.
- (f) We reserve the right to suspend the Site at any time for operational, regulatory, legal or other reasons. We may terminate your use of the Site with immediate effect if you breach any of these Terms.

4. Dealings with Third Parties

- (a) The Site may provide, or third parties may provide, links to other web sites or resources, promotions of advertisers and merchants or Material posted on bulletin boards or chat forums written by other users of the Site. As we have no control over such sites, third party resources and

Material, you acknowledge that we are not responsible for the availability of such external sites, third party resources or the content of such Material, do not endorse and are not liable for any content, advertising, products, services or other materials on or available from such sites, third party resources or contained in such Material.

- (b) Any dealings by you with any third party on or through the Site shall be solely between you and that third party and we shall not be responsible for any loss or damage that may arise from any such dealings, nor shall we be deemed to be acting as an agent for you in any such dealings.
- (c) It is sometimes possible to access this Site through a link located on another web site or within a third party email communication. We do not make any representations, or endorse any products, materials, companies or individuals that provide a link to this Site or make any warranties with respect to any information contained in or at these other sites or third party email communications.

5. Intellectual Property Rights

- (a) The Site and its content (including but not limited to, animations, character design, text, software, music, lyrics, sound, photographs, graphics, video, page layouts and design) are protected by intellectual property rights, including copyright and trade marks, as detailed in our [Copyright and Trade Mark Notice](#).
- (b) Except as expressly authorised in writing either separately or pursuant to the terms of this Agreement by us or relevant third parties, you agree not to copy, download, adapt, alter, modify, rent, lease, loan, sell, distribute or create derivative works of any content of the Site, or of any Site property received by you as part of an order, in whole or in part. All rights not granted or licensed pursuant to these Terms are hereby expressly reserved to us.
- (c) Any works or other materials which you download with our express permission remain our intellectual property, which you agree to respect at all times and subject to the disclaimers set out in clause 6.

6. Disclaimers

- (a) Our trading name and the Site are owned by us and are descriptive of our products and services.
- (b) Your use of the Site is at your sole risk. The Site is provided on an "as is" and "as available" basis and we do not guarantee that the Site will be suitable for your purposes or requirements. Please note that if your PC does not support relevant technology, including encryption, you may not be able to use certain services or access certain information on the Site.
- (c) The Site is accessed via the World Wide Web which is independent of us. Your use of the World Wide Web is solely at your own risk and subject to all applicable national and international laws and regulations. We do not represent that the Site is appropriate or available for use in any jurisdiction other than the United Kingdom. We shall have no responsibility for any information or service obtained by you on the World Wide Web.
- (d) The content of the Site has been compiled from a variety of sources and is subject to change without notice. We use reasonable care in compiling

and presenting the content of the Site, but we give no guarantee that the content is complete, accurate, error or virus free or up to date. We cannot be responsible for any failure by us or our third parties to update documents (including policy and other legal or procedural documents) which you may download from the Site.

- (e) We do not assume any liability, or responsibility, for any content uploaded or otherwise transmitted by you or any third party to the Site.
- (f) So far as permitted by law, we disclaim all warranties, conditions and other terms of any kind, whether express or implied, whether in contract, tort (including liability for negligence) or otherwise, including, but not limited to any implied term of satisfactory quality, fitness for a particular purpose, and any standard of reasonable care and skill.

7. Limitation of Liability

- (a) So far as permitted by law, and except in respect of death or personal injury arising from negligence, we exclude any liability for loss or damage of any kind resulting from the use of the Site (including the reliance upon any information contained on it).
- (b) We shall not under any circumstances be liable for any special or consequential damages that result from the use of, or the inability to use, the materials in this Site, even if we or a representative of ours has been advised of the possibility of such damages.

8. Indemnity

You agree to indemnify and hold us and our shareholders, directors, officers, employees, assignees and licensees harmless from and against any and all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising from the breach of any of your obligations hereunder.

9. General Information

- (a) These Terms constitute the entire agreement between you and us. If any of them are held by a court of law to be illegal or otherwise unenforceable by the laws of any state or country, then to the extent that such term(s) is (are) illegal or unenforceable, they shall be deleted from these Terms and the remaining terms shall survive and remain in full force and effect.
- (b) Any failure by us to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision.
- (c) These Terms and the relationship between you and us shall be governed by the laws of England and the English courts shall have non-exclusive jurisdiction over any dispute.
- (d) We reserve the right to vary these Terms from time to time, such variations becoming effective immediately upon posting to the Site and by continuing to use it, you will be deemed to accept any such variations.

1 January 2014

NASBM

<http://www.nasbm.co.uk/>