

# **THE NEW RUSH HALL SCHOOL**

## **TERMS OF USE POLICY**

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Reviewed:

Headteacher: Mr J V d'Abbro  
Chairman of Governors: Mr Greg Sage



THE NEW RUSH HALL SCHOOL



A London Borough of Redbridge School

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## **Termination**

This Agreement is effective until terminated by the School, with or without cause, in the School's sole and unfettered discretion. The School may terminate this Agreement without notice to You if You fail to comply with any of its terms. Any such termination by the School shall be in addition to and without prejudice to such rights and remedies as may be available to the

School, including injunction and other equitable remedies. The disclaimers, limitations on liability, ownership, termination, interpretation, Your license to the School, Your warranty and the indemnity provisions of this Agreement shall survive the termination or expiry of this Agreement.

## **Indemnity**

You agree at all times to indemnify, defend and hold harmless the School, its agents, suppliers, affiliates and their respective directors and employees against all actions, proceedings, costs, claims, damages, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by the School directly or indirectly in respect of:

- (i) any information or other content You provide on or through this website or which is sent to the School by e mail or other correspondence; or
- (ii) Your use or misuse of the Content or this website, including without limitation infringement claims.

## **Governing law**

The School, this website and the Content (excluding linked websites or content) are physically located within The United Kingdom. The laws of The United Kingdom will govern this Agreement.

## **Dispute resolution**

In the event of a dispute, We agree to submit to the jurisdiction of the British courts.

## **Interpretation**

The division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. In this Agreement, words importing the singular number include the plural and vice versa, words importing gender include all genders; and words importing persons include individuals, sole proprietors, partnerships, corporations, trusts and unincorporated associations. All references to money amounts in this Agreement, unless otherwise specified, are in GBP.

## **Entire agreement**

These terms and conditions and any and all legal notices on this website constitute the entire agreement between You and the School with respect to the use of this website and the Content. No supplement, modification or amendment to this Agreement and no waiver of any provision of this Agreement shall be binding on the School unless executed by the School in writing. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

## **Severability**

Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall otherwise be enforced to the maximum extent permitted by law, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

## **Inurement**

This Agreement shall inure to the benefit of and be binding upon each of Us and our respective successors and permitted assigns. You acknowledge having read this Agreement before accepting it, having the authority to accept this Agreement and having received a copy of this Agreement.