

# John Whitgift Foundation Bursary Application System Terms and Conditions

## 1. Terms of Service

1.1. Your relationship with John Whitgift Foundation Bursary Application System (referred to collectively as the “System”) is subject to the terms of a legal agreement between you and The Whitgift Foundation known as John Whitgift Foundation (referred to as the “Foundation” in this document).

The Foundation’s principal place of business is North End, Croydon CR9 1SS. This document explains how the agreement is made up and sets out some of the terms of that agreement.

1.2. Your use of the Foundation’s services and website (referred to collectively as the “Services” in this document and excluding any services provided to you by the Foundation under a separate written agreement) is subject to the terms of a legal agreement between you and the Foundation.

1.3. Unless otherwise agreed in writing with the Foundation, your agreement with them will always include, at a minimum, the terms and conditions set out in this document.

These are referred to below as the “Terms”.

## 2. Accepting the Terms

2.1. In order to use the Services, you must firstly agree to the Terms. You may not use the Services if you do not accept the Terms.

2.2. You can accept the Terms by:

2.2.1. clicking to accept or agree to the Terms, where this option is made available to you by the Foundation in the user interface for any Service; or

2.2.2. by using the Services. In this case, you understand and agree that the Foundation will treat your use of the Services as acceptance of the Terms from that point onwards.

2.3. You may not use the Services and may not accept the Terms if:

(a) you are not of legal age to form a binding contract with the Foundation, or

(b) you are a person barred from receiving the Services under the laws of England or other countries including the country in which you are resident or from which you use the Services.

2.4. Before you continue, you should print off or save a local copy of the Terms for your records.

## 3. Provision of the Services by the Foundation

3.1. You acknowledge and agree that the form and nature of the Services which the Foundation provides may change from time to time without prior notice to you.

3.2. As part of this continuing innovation, you acknowledge and agree that the Foundation may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally at its sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform the Foundation when you stop using the Services.

3.3. You acknowledge and agree that if the Foundation disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

## 4. Use of the Services by you

4.1. In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service, or as part of your continued use thereof. You agree that any registration information you give to the Foundation will always be accurate, correct and up to date.

4.2. You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions.

4.3. You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by the Foundation, unless you have been specifically allowed to do so in a separate agreement with the Foundation.

4.4. You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

4.5. Unless you have been specifically permitted to do so in a separate agreement with the Foundation, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.6. You agree that you are solely responsible for (and that the Foundation has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which the Foundation may suffer) of any such breach.

## 5. Use of your data

5.1. The Foundation is registered under the Data Protection Act 1998 and complies with the provisions of the Act. Potential applicants are therefore reminded that in order for assessment procedures to be completed the Foundation will process, circulate and store information provided by them. Data will be held securely and lawfully processed and not retained for longer than necessary. Data may also be used to compile published lists of award holders, which may be available on the Internet.

## 6. Your passwords and account security

6.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2. Accordingly, you agree that you will be solely responsible to the Foundation for all activities that occur under your account.

6.3. If you become aware of any unauthorised use of your password or of your account, you agree to notify the Foundation immediately.

## 7. Proprietary rights

7.1. You acknowledge and agree that the Foundation (or its licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by the and that you shall not disclose such information without its prior written consent.

7.2. Unless you have agreed otherwise in writing with the Foundation, nothing in the Terms gives you a right to use any of the Foundation's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

7.3. If you have been given an explicit right to use any of these brand features in a separate written agreement with the Foundation, then you agree that your use of such features shall be in compliance with that agreement and any applicable provisions of the Terms.

7.4. Other than the limited license set forth in Section 11, the Foundation acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that content (whether those rights happen to be registered or not, and wherever in the world

those rights may exist). Unless you have agreed otherwise in writing with the Foundation, you agree that you are responsible for protecting and enforcing those rights and that the Foundation has no obligation to do so on your behalf.

7.5. You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

7.6. Unless you have been expressly authorised to do so in writing by the Foundation, you agree that in using the Services, you will not use any trademark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

## 8. Licence from the Foundation

8.1. The Foundation gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the software as part of the Services as provided to you by John Whitgift Foundation (referred to as the “Software” below). This licence is for the sole purpose of enabling you to use Services as provided by the Foundation.

8.2. You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by the Foundation, in writing.

8.3. Unless the Foundation has given you specific written permission to do so, you may not assign (or sub-licence) your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

## 9. Content licence from you

9.1. You retain copyright and any other rights you already hold in content which you submit, post or display on or through, the Services.

## 10. Ending your relationship with the Foundation

10.1. The Terms will continue to apply until terminated by either you or the Foundation as set out below.

10.2. If you want to terminate your legal agreement with the Foundation, you may do so by (a) notifying the Foundation at any time and (b) closing your accounts for all of the Services which you use, where the Foundation has made this option available to you. Your notice should be sent, in writing, to the Foundation’s address set out at the beginning of these Terms.

10.3. The Foundation may at any time, terminate its legal agreement with you if:

10.3.1. you have breached any provision of the Terms (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

10.3.2. the Foundation is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or

10.3.3. The partner with whom the Foundation offered the Services to you has terminated its relationship with the Foundation or ceased to offer the Services to you; or

10.3.4. the Foundation is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service

or

10.3.5. The provision of the Services to you by the Foundation is, in its opinion, no longer commercially viable.

10.4. Nothing in this Section shall affect the Foundation’s rights regarding provision of Services under Section 4 of the Terms.

10.5. When these Terms come to an end, all legal rights, obligations and liabilities that you and the Foundation have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation.

## 11. Exclusion of warranties

11.1. The Services are provided "as is" and the Foundation and its licensors give you no warranty with respect to them.

11.2. In particular, the Foundation and licensors do not represent or warrant to you that:

11.2.1. your use of the Services will meet your requirements,

11.2.2. your use of the Services will be uninterrupted, timely, secure or free from error,

11.2.3. any information obtained by you as a result of your use of the Services will be accurate or reliable, and

11.2.4. that defects in the operation or functionality of any Software provided to you as part of the Services will be corrected.

11.3. No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

11.4. Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

## 12. Limitation of liability

12.1. Nothing in these Terms shall exclude or limit the Foundation's liability for losses which may not be lawfully excluded or limited by applicable law.

12.2. Subject to overall provision in paragraph 13.1 above, the Foundation and its licensors shall not be liable to you for:

12.2.1. any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you

12.2.2. any loss or damage which may be incurred by you as a result of:

12.2.2.1. any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Services

12.2.2.2. any changes which the Foundation may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services)

12.2.2.3. the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Services

12.2.2.4. your failure to provide the Foundation with accurate account information; your failure to keep your password or account details secure and confidential

12.3. The limitations on the Foundation's liability to you in paragraph 13.2 above shall apply whether or not it has been advised of or should have been aware of the possibility of any such losses arising.

## 13. Changes to the Terms

13.1. The Foundation may make changes to the Terms from time to time. When these changes are made the latest Terms available on the Foundation website.

13.2. You understand and agree that if you use the Services after the date on which the Terms have changed, the Foundation will treat your use as acceptance of the updated Terms.

## 14. General legal terms

14.1. The Terms constitute the whole legal agreement between you and the Foundation and govern your use of the Services (but exclude any services which the Foundation may provide to you under a separate written

agreement), and completely replace any prior agreements between you and the Foundation in relation to the Services.

14.2. You agree that the Foundation may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

14.3. You agree that if the Foundation does not exercise or enforce any legal right or remedy which is contained in the Terms (or which it has the benefit of under any applicable law), this will not be taken to be a formal waiver of its rights and that those rights or remedies will still be available to the Foundation.

14.4. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.5. The Terms, and your relationship with the Foundation under the Terms, shall be governed by English law. You and the Foundation agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that the Foundation shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.