

END USER WEBSITE TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

BEFORE USING THIS WEBSITE



PARTIES

These terms and conditions are entered into between WEST YORKSHIRE COMBINED AUTHORITY of Wellington House, 40-50 Wellington Street, Leeds, LS1 2DE as the legal entity for POL-ED (**POL-ED**) and YOU (**End User**).

To contact POL-ED in respect of these terms and conditions, or any other matter, please email Pol.Ed@westyorkshire.police.uk.

ACCEPTANCE OF THESE TERMS

By using POL-ED's website, the End User confirms that they accept these terms and conditions and that they agree to comply with them. If the End User does not agree to these terms, they must not use POL-ED's website. We recommend that the End User prints a copy of these terms and conditions for future reference.

These terms and conditions refer to the additional terms, such as POL-ED's Privacy Policy, which also applies to the End User's use of POL-ED's website. Acceptance of these terms and conditions amounts to acceptance of all such other terms referred to herein.

POL-ED may amend these terms from time to time. Every time the End User wishes to use POL-ED's website, it must check these terms to ensure it understands the terms that apply at that time.

BACKGROUND

- (A) POL-ED has created the Materials (as defined below).
- (B) A police force within England and Wales has entered into a contract and/or a licence with POL-ED to market and promote POL-ED's services to schools within that police force's area (**Contract**).
- (C) As a school within the Police Force's policing area or an employee of said school, the End User may access and use the Materials via POL-ED's website, subject to the terms and conditions set out herein.

Agreed Terms

1. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

1.1 Definitions:

Copyright: all copyright and rights in the nature of copyright subsisting in the Materials in any part of the world to which POL-ED is, or may become, entitled.

Materials: the range of lesson plans, schemes of work and teaching resources, together with promotional videos, and all other information, documentation and manuals relating thereto which are available from POL-ED's website.

Purpose: to enable schools within the Police Force's policing area to deliver the lessons set out within the Materials to their pupils to further the aims of POL-ED, which is to create a world where children and young people are safe, with POL-ED's impact in schools inspiring a generation of change makers who will help shape a positive, inclusive and lawful society for everyone.

Police Force: the police force or other policing body that has entered into the Contract with POL-ED for the benefit of its policing area.

Territory: England and Wales.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 References to clauses and Schedules are to the clauses and Schedules of these terms and conditions.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 These terms and conditions shall be binding on, and enure to the benefit of, the parties to these terms and conditions and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.1 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2 A reference to **writing** or **written** excludes fax and email.

- 1.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.4 A reference to **these terms and conditions** or to any other agreement or document is a reference to these terms and conditions or such other agreement or document, in each case as varied from time to time.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

2. Grant

- 2.1 In consideration of the covenants made by the End User in these terms and conditions, POL-ED hereby grants to the End User a non-exclusive, non-transferable, non-sublicensable, limited licence under the Copyright to access, use and, where permitted, download the Materials in the Territory subject to, and in accordance with, the terms of the Contract and these terms and conditions.
- 2.2 Save as permitted by clause 2.1, the End User is prohibited from downloading, storing, reproducing, transmitting, displaying, printing, copying, distributing, commercially exploiting or using the Materials and any other information, documents, materials or otherwise retrieved or otherwise from POL-ED.
- 2.3 The End User shall not remove or obscure any copyright notice or other notices contained in the Materials and shall procure that the Materials are always marked with a notice in the following terms:

© Copyright POL-ED ALL RIGHTS RESERVED

- 2.4 The End User shall, in exercising its rights under these terms and conditions, comply with all applicable laws, regulations and codes of practice.
- 2.5 The End User shall promptly provide POL-ED with copies of all communications, relating to the Copyright or the Materials, with any regulatory, industry or other authority.

3. Protection of the Copyright

- 3.1 The End User shall immediately notify POL-ED in writing giving full particulars if any of the following matters come to its attention:
 - (a) any actual, suspected or threatened infringement of the Copyright;
 - (b) any claim made or threatened that the Materials infringes the rights of any third party; or

(c) any other form of attack, charge or claim to which the Copyright may be subject.

3.2 In respect of any of the matters listed in clause 3.1:

- (a) POL-ED shall, at their absolute discretion, decide what action to take, if any;
- (b) POL-ED shall have exclusive control over, and conduct of, all claims and proceedings;
- (c) the End User shall not make any admissions other than to POL-ED and shall provide POL-ED with all assistance that POL-ED may reasonably require in the conduct of any claims or proceedings; and
- (d) POL-ED shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for POL-ED's own account.

3.3 The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

4. Conditions

4.1 At the date of these terms and conditions, the Materials are supplied via POL-ED's existing website.

- (a) The End User shall at all times comply with any operating guides that POL-ED issues.
- (b) POL-ED shall be free to alter said website in any way it considers necessary or desirable, or POL-ED may supply the Materials in such alternative format as it sees fit from time to time.
- (c) POL-ED do not guarantee that it's website, or any of the Materials, will always be available or be uninterrupted. POL-ED may suspend or withdraw or restrict the availability of all or any part of POL-ED's website for business and operational reasons. POL-ED will try to give the End User reasonable notice of any suspension or withdrawal.

4.2 The End User acknowledges that the Materials are updated and amended regularly and it is strictly the End User's responsibility to ensure that it is using the latest version of the Materials. POL-ED will not accept any liability for the End User's failure to use the correct version of the Materials at any time.

4.3 The End User must ensure that it keeps all usernames and/or passwords strictly confidential. Such information must be treat as confidential and not be disclosed to any third party. If the End User knows or suspects that anyone other than them knows their username and/or password, they must promptly notify POL-ED.

- 4.4 POL-ED has the right to disable any usernames and/or passwords at any time, if in POL-ED's reasonable opinion the End User has failed to comply with any of the provisions of these terms and conditions.
- 4.5 If the End User is an employee of a school within the Police Force's policing area, it shall comply with the relevant parts of the school's appropriate policies for computer use and misuse.
- 4.6 The End User must not misuse POL-ED's website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. The End User must not attempt to gain unauthorised access to POL-ED's website, the server on which the website is stored or any server, computer or database connected to the website. The End User must not attack POL-ED's website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, the End User would commit a criminal offence under the Computer Misuse Act 1990. POL-ED will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing the End User's identity to them. In the event of such a breach, the End User's right to use POL-ED's website will cease immediately.
- 4.7 The End User acknowledges that the obligations in these terms and conditions require the End User to apply their own skill and judgement and the End User warrants that it is competent in this respect.
- 4.8 The End User shall not create any derivative works from the Materials.
- 4.9 The End User shall not store all or any part of the Materials in electronic format unless it is strictly necessary to achieve the Purpose, in which case it shall only store such reasonable proportion of the Materials as is strictly necessary using the normal download commands on POL-ED's website and/or the Police Force's web browser software. Storage of any part of the Materials in this manner is limited to 365 days from the date of download unless otherwise approved in writing by POL-ED and, at the expiry of that 365 day period or, if earlier, as soon as the stored Materials have been used to achieve the Purpose, the End User shall immediately purge/expunge them.
- 4.10 If it is necessary for the End User to store all or any part of the Materials electronically, and such storage is permitted under these terms and conditions, the End User (in cooperation with the Police Force where the End User is an employee of the Police Force), shall ensure that such materials are kept secure and shall implement the best available security practices to prevent unauthorized access to them.
- 4.11 The End User shall not store all or any part of the Materials on any other systems, such as its personal mobile phone, laptop or other electronic device.

- 4.12 Except as permitted by clause 4.11, the End User shall not store all or any part of the Materials in printed format unless it is strictly necessary to achieve the Purpose, in which case it shall only print such reasonable proportion of the Materials as is strictly necessary using the normal printing commands on POL-ED's website and/or the Police Force's web browser software. Once the printout has been used to achieve the Purpose, and after no more than 365 days, the End User shall immediately destroy it, with the sole exception that the POL-ED Certificate of Appreciation which is to be issued by schools to participating students does not need to be destroyed.
- 4.13 The End User will not at any time do anything which may harm the reputation of or damage public trust in POL-ED or its associated policing bodies.

5. Using the End User's personal information

POL-ED will only use the End User's personal information as set out in our Privacy Policy, a copy of which is available from POL-ED's website or by contacting POL-ED directly.

6. Liability and indemnity

- 6.1 POL-ED's website and the Materials are directed at schools in England and Wales. POL-ED does not represent that content available on or through its website is appropriate for use or available in other locations.
- 6.2 Although POL-ED makes reasonable efforts to update the information on its website, POL-ED makes no representations, warranties or guarantees, whether express or implied, that the Materials or any content on its website is accurate, complete or up to date.
- 6.3 Where POL-ED's website contains links to other sites and resources provided by third parties, these links are provided for the End User's information only. Such links should not be interpreted as approval by POL-ED of those linked websites or information you may obtain from them. POL-ED has no control over the contents of those sites or resources.
- 6.4 POL-ED does not guarantee that its website will be secure or free from bugs or viruses. The End User is responsible for configuring its own information technology, computer programmes and platform to access POL-ED's website. The End User should use its own virus protection software.
- 6.5 To the fullest extent permitted by law, POL-ED shall not be liable to the End User for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the End User's exercise of the rights granted to it under these terms and conditions.
- 6.6 In addition to and without prejudice to the indemnities given by the Police Force in the Contract, the End User undertakes fully and effectively to indemnify and keep indemnified

at all times POL-ED against all actions, proceedings, costs, claims, demands, liabilities and expenses whatsoever (including legal and other fees and disbursements) sustained, incurred or paid by POL-ED directly or indirectly in respect of any breach by the End User of any of the provisions of these terms and conditions.

- 6.7 Nothing in these terms and conditions shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence.

7. Sub-licensing

The End User shall not grant sub-licences under these terms and conditions.

8. Assignment and other dealings

- 8.1 The End User shall not assign, novate, transfer, mortgage, charge, sub-license, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

- 8.2 POL-ED may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under these terms and conditions.

- 8.3 POL-ED may subcontract or delegate in any manner any or all of its obligations under these terms and conditions to any third party.

9. Termination

- 9.1 Without affecting any other right or remedy available to it, these terms and conditions shall be terminated with immediate effect if:

- (a) the End User commits a material breach of any term of these terms and conditions;
- (b) the End User repeatedly breaches any of these terms and conditions in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to these terms and conditions;
- (c) the Contract with the Police Force is terminated; or
- (d) if the End User is an employee of a school, the End User ceases to be so employed.

- 9.2 On termination of these terms and conditions for any reason and subject to any express provisions set out elsewhere in these terms and conditions:

- (a) all rights and licences granted pursuant to these terms and conditions shall cease;
- (b) the End User shall cease to make any use of the Materials; and

- (c) all Materials and other information of any kind stored by the End User shall be purged/expunged and the End User shall furnish POL-ED with a certificate, certifying that the principal and all copies of such Materials and other information made (whether in whole or in part and in any form or media) have been so purged/expunged.

9.3 Any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these terms and conditions shall remain in full force and effect.

9.4 Termination or expiry of these terms and conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of these terms and conditions which existed at or before the date of termination or expiry.

10. Further assurance

At its own expense, each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these terms and conditions.

11. Waiver

11.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

11.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

12. Entire agreement

12.1 These terms and conditions constitute the entire agreement between the parties.

12.2 Each party acknowledges that in entering into these terms and conditions it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in these terms and conditions.

13. Variation

No variation of these terms and conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14. Severance

14.1 If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

14.2 If any provision or part-provision of these terms and conditions is deemed deleted under clause 14.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

15. Third party rights

15.1 Unless it expressly states otherwise, these terms and conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions.

16. No partnership or agency

16.1 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

16.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17. Force majeure

POL-ED shall not be in breach of these terms and conditions or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control, which shall include, without limitation, the failure of POL-ED's website for the delivery of the Materials, any problems associated with transmission or access to said website, the unavailability of Materials or the requisitioning or other act or order by any government department, council or other constituted body.

18. Inadequacy of damages

Without prejudice to any other rights or remedies that POL-ED may have, the End User acknowledges and agrees that damages alone would not be an adequate remedy for any breach of these terms and conditions by the End User. Accordingly, POL-ED shall be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these terms and conditions.

19. Governing law

These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

20. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.