

# Legal Disclaimer

### (1) Introduction

This disclaimer governs your use of our website; by using our website, you accept this disclaimer in full. If you disagree with any part of this disclaimer, you must not use our website.

# (2) Intellectual property rights

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved.

#### (3) Licence to use website

You may view, download for caching purposes only, and print pages from the website, provided that:

You must not republish material from this website (including republication on another website), or reproduce or store material from this website in any public or private electronic retrieval system;

You must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent.

You may not link to this website without our prior written permission, which we may refuse or revoke in our absolute discretion and without the need to provide a reason. If you would like to link to this site, please contact us.

## (4) Privacy

This website includes a contact form where you are requested to input information about yourself. Any information you submit to us through this website shall be subject to the terms of our Privacy Notice and Confidentiality Policy.

#### (5) Cookies

We use cookies to enhance the use of our website. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a

web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.

Cookies can be used by web servers to identity and track users as they navigate different pages on a website and identify users returning to a website. Cookies may be either "persistent" cookies or "session" cookies.

A persistent cookie consists of a text file sent by a web server to a web browser, which will be stored by the browser and will remain valid until its set expiry date (unless deleted by the user before the expiry date). A session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.

We use only session cookies on our website. These cookies are used to:

- recognise a computer when a user visits the website
- track a user as the user navigates the website
- improve the website's usability
- analyse the use of the website and administer the website.

Cookies do not contain any information that personally identifies you, but personal information that we store about you may be linked, by us, to the information stored in and obtained from cookies.

### (6) Limitation and exclusion of warranties and liability

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

Nothing in this disclaimer will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all

liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control; any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill; any loss or corruption of any data, database or software and any special, indirect or consequential loss or damage.

#### (6) Variation

We may revise this disclaimer in the future. The current version will be published on this page.

#### (7) Entire agreement

This disclaimer constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

#### (8) Law and jurisdiction

This disclaimer will be governed by and construed in accordance with English law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### (9) Contact Details

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Email: <a href="mailto:enquiries@bottesfordpreschool.org.uk">enquiries@bottesfordpreschool.org.uk</a>

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