

TERMS OF USE

The Excelsis School of Music
164 Chase Road
London
N14 4LH
www.excelsismusic.co.uk

TERMS OF USE AND DISCLAIMER

This document (together with the documents referred to on it) tells you the terms of use on which you may make use of our website (www.excelsismusic.co.uk) and associated websites (including but not limited to www.excelsis-music.co.uk), (“our sites”), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the sites. By using our sites, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using our sites.

INFORMATION ABOUT US

Our sites are operated by The Excelsis School of Music. (“we” or “our”)

ACCESSING OUR SITES

Access to our sites is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our sites without notice (see below). We will not be liable if for any reason our sites are unavailable at any time or for any period. From time to time, we may restrict access to some parts of our sites, or our entire sites. If you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential and are responsible for keeping it so, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. When using our sites, you must at all times comply with the provisions of these terms of use.

PROHIBITED USES

You may use our sites only for lawful purposes. You may not use our sites: In any way that breaches any applicable law or regulation. In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect. For the purpose of harming or attempting to harm minors in any way. To send, knowingly receive, upload, download, use or re-use any material which does not comply with these terms of use. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam). To transmit knowingly any data, send or upload any material that contains viruses, Trojan horses, worms, logic-bombs or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware. You also agree: Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of these terms of use. Not to access without authority, interfere with, damage or disrupt any part of our sites, any equipment or network on which our sites are stored, any software used in the provision of our sites or any equipment or network or software owned or used by any third party.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may print off copies and download extracts of any page from our sites for your personal reference only. Accordingly, you must not use any part of the materials on our sites for commercial purposes without obtaining our permission to do so. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. Our status and that of any other identified contributors, as the authors of our sites or of material on our sites must always be acknowledged. If you print off, copy or download any part of our sites in breach of these terms of use, your right to use our sites will cease immediately and you must, return or destroy any copies of the materials you have made.

RELIANCE ON INFORMATION POSTED

Commentary and other materials posted on our sites are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our sites, or by anyone who may be informed of any of its contents to the fullest extent permitted by law.

OUR SITES CHANGE REGULARLY

We aim to update our sites regularly, and may change the content at any time. If the need arises, we may suspend access to our sites, or close them indefinitely. Any of the material on our sites may be out of date at any given time, and we are under no obligation to update such material.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITES

We process information about you in accordance with our privacy statement. By using our sites, you consent to such processing and you warrant that all data provided by you is accurate.

INTERACTIVE SERVICES

We may from time to time provide interactive services on our sites. Where we do provide interactive services we will do our best to assess any possible risks for users (and in particular, for children) from third parties when they use any interactive service provided on our sites. However, we are under no obligation to oversee, monitor or moderate any interactive service we provide on our sites, and we expressly exclude our liability to the fullest extent permitted by law for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards. The use of any of our interactive services by a minor is subject to the consent of their parent or guardian. We advise parents who permit their children to use an interactive service that it is important that they communicate with their children about their safety online. Minors who are using any interactive service should be made aware of the potential risks to them.

TRANSACTIONS CONCLUDED THROUGH OUR SITES

Contracts for the supply of services formed through our sites or as a result of visits made by you or in person or over the telephone are governed by our terms and conditions of supply.

VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our sites by knowingly introducing viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the servers on which our sites are stored or any server, computer or database connected to our sites. You must not attack our sites via a denial-of service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our sites will cease immediately. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any material posted on it, or on any website linked to it.

LINKING TO OUR SITES

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home page. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply in all respects with these terms of use. If you wish to make any use of material on our sites other than that set out above, please address your request to office@excelsismusic.co.uk.

LINKS FROM OUR SITES

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those

sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

- The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- Your use of this website and any dispute arising out of such use of the website is subject to the laws of England and Wales.

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

- Information that you provide by filling in forms on our Site.
- If you contact us, we may keep a record of that correspondence.
- Details of your visits to our site and the resources that you access.

IP ADDRESSES

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

COOKIES

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on your browser or the hard drive of your computer. Cookies contain information that is transferred to your computer's hard drive. They help us

to improve our site and to deliver a better and more personalised service. If you register with us or if you continue to use our site, you agree to our use of cookies.

On 26 May 2012, new rules about cookies on websites came into force. The Site uses Google Analytics, a web analytics service provided by Google, Inc. ('Google'). Google Analytics uses cookies to help us analyse how users use the Site. The information generated by the cookie about a user's use of the Site (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating the user's use of the website, compiling reports on site activity for web site operators and providing other services relating to web site activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate a user's IP address with any other data held by Google. Users may refuse the use of cookies (as above). By using the site, the user consents to the processing of data about that user by Google in the manner and for the purposes set out above.

WHERE WE STORE YOUR PERSONAL DATA

Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

SUSPENSION AND TERMINATION

We will determine, in our discretion, whether there has been a breach of these terms of use through your use of our site. When a breach of these terms has occurred, we may take such action as we deem appropriate. Failure to comply with these terms of use constitutes a material breach of the term upon which you are permitted to use our sites, and may result

in withdrawal of your right to use our sites, you being issued with a warning, legal proceedings being taken against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, and/or disclosure of such information to law enforcement authorities as we reasonably feel is necessary. We exclude liability for actions taken in response to breaches of these terms of use. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

JURISDICTION AND APPLICABLE LAW

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our sites although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country. These terms of use are governed by English law.

VARIATIONS

We may revise these terms of use at any time by amending this document. You are expected to check this document from time to time to take notice of any changes we made, as they are binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our sites.

YOUR CONCERNS

If you have any concerns about material which appears on our sites, please contact office@excelsismusic.co.uk

Thank you for visiting our sites.