

## St Andrews School for Girls Website Terms and Conditions

### (1) Introduction

The website [www.standrews.co.za](http://www.standrews.co.za) ("Website") is administered by St Andrews School for Girls ("St Andrews"). The following terms and conditions govern your use of the Website whether as a guest or registered user. By using the Website, you accept these terms and conditions in full. If you disagree with any part of these terms and conditions, you must not use the Website.

The Website uses cookies. By using our Website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our Privacy Policy.

### (2) Licence to use website

Unless otherwise stated, St Andrews owns the intellectual property rights in the Website and material on the Website. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the Website for your own personal use only, subject to the restrictions set out below and elsewhere in these terms and conditions. No person may use this website or its content for commercial use.

You may not:

- (a) republish any material from the Website;
- (b) sell, rent or sub-license material from the Website;
- (c) show any material from the Website in public or otherwise make any such material available to the public;
- (d) reproduce, duplicate, copy or otherwise exploit material on the Website for a commercial purpose whatsoever;
- (e) edit or otherwise modify any material on the Website; or

### (3) Acceptable use

You must not use the Website in any way that causes, or may cause, damage to St Andrews or its affiliates (including their reputation or goodwill) or the Website or impairment of the availability or accessibility of the Website; or in any way which infringes any rights of a third party (including rights of privacy and copyright), is otherwise unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to the Website without the express prior written consent of St Andrews.

You must not use the Website to transmit or send unsolicited commercial or non-commercial communications.

You must not use the Website for any purposes related to marketing without our express prior written consent.

#### (4) Accessing the Website

Access to the Website is permitted on a temporary basis only and St Andrews reserves the right to withdraw or amend the service provided on the Website without notice (see below). St Andrews will not be liable if for any reason the Website is unavailable at any time or for any period.

Access to certain areas of the Website is restricted. St Andrews reserves the right to restrict access to other areas of the Website, or indeed the whole Website, at its discretion.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms and that they comply with them.

#### (5) Information about you and your visits to the Website

We process information about you in accordance with our Privacy Policy. By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

This site uses cookies – small text files that are placed on your machine to help the site provide a better user experience. In general, cookies are used to retain user preferences, and provide anonymised tracking data to third party applications like Google Analytics.

As a rule, cookies will make your browsing experience better. However, you may prefer to disable cookies on this site and on others. The most effective way to do this is to disable cookies in your browser.

#### (6) Linking to the Website

You may link to our home page, provide 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.

The Website (or any part of it) must not be framed on any other site, nor may you create a link to any part of the Website other than the home page. We reserve the right to withdraw linking permission without notice.

#### (7) Linking from the Website

Where the Website contains 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.

#### (8) Limited warranties

St Andrews does not warrant the completeness or accuracy of the information published on the Website; nor do we commit to ensuring that the Website remains available, is error-free, or that the material on the Website is kept up-to-date.

To the maximum extent permitted by law we exclude all representations, warranties and conditions relating to this Website and the use of the Website.

#### (9) Limitations and exclusions of liability

Nothing in these terms and conditions 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 these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in delict (including negligence) and for breach of statutory duty.

St Andrews will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

St Andrews will not be liable to you in respect of any loss or corruption of any data, database or software.

Commentary and other materials posted on the Website 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 the Website, or by anyone who may be informed of any of its contents.

#### (10) Indemnity

You hereby indemnify St Andrews and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

#### (11) Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your IP address from accessing the Website, contacting your internet service provider to request that they block your access to the Website and/or bringing court proceedings against you.

#### (12) Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of the Website from the date of the publication of the revised terms and conditions on the Website. Please check this page regularly to ensure you are familiar with the current version.

#### (13) Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### (14) Entire agreement

These terms and conditions, together with our Privacy Policy, constitute the entire agreement between us in relation to your use of the Website, and supersede all previous agreements in respect of your use of this Website.

#### (15) Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with South African law and you hereby consent that any disputes relating to these terms and conditions will be subject to the jurisdiction of the Magistrates Court.