

IMPORTANT LEGAL NOTICE

ATTENTION: This legal notice applies to the entire contents of this website under the domain name www.thinking.co.uk (the **Website**) and to any correspondence by e-mail between Kestrel Consulting (Education) Limited (company registration number 03104384) (the **Company** or **us**) and you. Please read these terms carefully before using the Website. Using the Website indicates that you accept these terms regardless of whether or not you choose to register with us. If you do not accept these terms, do not use the Website.

1. INTRODUCTION

- 1.1 You may access most areas of the Website without registering your details with us. Certain areas of the Website are only open to you if you register.
- 1.2 By accessing any part of the Website, you shall be deemed to have accepted this legal notice in full. If you do not accept this legal notice in full, you must leave the Website immediately.
- 1.3 The Company may revise this legal notice at any time by updating these terms. You should check the Website from time to time to review the then current terms, because it is binding on you. Certain provisions of these terms may be superseded by expressly designated legal notices or terms located on particular pages at the Website.

2. LICENCE

- 2.1 You are permitted to print and download extracts from the Website for your own use on the following basis:
 - (a) no documents or related graphics on the Website are modified in any way;
 - (b) no graphics on the Website are used separately from accompanying text; and
 - (c) the Company's copyright and trade mark notices and this permission notice appear in all copies.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on the Website (including without limitation photographs and graphical images) are owned by the Company or its licensors. For the purposes of these terms, any use of extracts from the Website other than in accordance with paragraph 2.1 above for any purpose is prohibited. If you breach any of these terms, your permission to use the Website automatically terminates and you must immediately destroy any downloaded or printed extracts from the Website.
- 2.3 Subject to paragraph 2.1, no part of the Website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without the

Company's prior written permission.

- 2.4 The Company grants you a limited licence to access and make personal use of the Website, but not to modify it.
- 2.5 The Website or any portion of the Website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose. In particular, it is not permitted to use any software or code to copy, save, modify, distribute or infringe any goods on the Website.
- 2.6 The Company reserves the right to refuse access to the Website.
- 2.7 Any rights not expressly granted in these terms are reserved.

3. SERVICE ACCESS

- 3.1 While the Company endeavours to ensure that the Website is normally available 24 hours a day, the Company shall not be liable if for any reason this Website is unavailable at any time or for any period.
- 3.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond the Company's control.

4. VISITOR MATERIAL AND CONDUCT

- 4.1 Other than personally identifiable information, which is covered under the Privacy Policy <http://www.thinking.co.uk/pdf/privacy-policy.pdf>, any material you transmit or post to the Website shall be considered non-confidential and non-proprietary. The Company shall have no obligations with respect to such material. The Company and its designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 4.2 You are prohibited from posting or transmitting to or from the Website any material:
 - (a) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - (b) for which you have not obtained all necessary licences and/or approvals; or
 - (c) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in the UK or any other country in the world; or
 - (d) which is technically harmful (including, without limitation, computer viruses, logic bombs,

Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).

- 4.3 You may not misuse the Website (including, without limitation, by hacking).
- 4.4 The Company shall fully co-operate with any law enforcement authorities or court order requesting or directing the Company to disclose the identity or locate anyone posting any material in breach of paragraph 4.2 or paragraph 4.3.

5. LINKS TO AND FROM OTHER WEBSITES

- 5.1 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. The Company has not reviewed all of these third party websites and does not control and is not responsible for these websites or their content or availability. The Company therefore does not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely at your own risk.
- 5.2 If you would like to link to the Website, you may only do so on the basis that you link to, but do not replicate, the home page of the Website, and subject to the following conditions:
- (a) you do not remove, distort or otherwise alter the size or appearance of the Company's logo;
 - (b) you do not create a frame or any other browser or border environment around the Website;
 - (c) you do not in any way imply that the Company is endorsing any products or services other than its own;
 - (d) you do not misrepresent your relationship with the Company nor present any other false information about the Company;
 - (e) you do not otherwise use any trade marks displayed on the Website without express written permission from the Company;
 - (f) you do not link from a website that is not owned by you; and
 - (g) your website does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of any other person or otherwise does not comply with all applicable laws and regulations.
- 5.3 The Company expressly reserves the right to revoke the right granted in paragraph 5.2 for breach of these terms and to take any action it deems appropriate.

5.4 You shall fully indemnify the Company for any loss or damage suffered by the Company or any of its group companies for breach of paragraph 5.2.

6. REGISTRATION

6.1 Each registration is for a single user only. The Company does not permit you to share your user name and password with any other person nor with multiple users on a network.

6.2 Responsibility for the security of any passwords issued rests with you.

7. DISCLAIMER

7.1 While the Company endeavours to ensure that the information on the Website is correct, the Company does not warrant that the material on the Website is accurate and complete. The Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material.

7.2 The material on the Website is provided "as is", without any conditions, warranties or other terms imposed upon the Company of any kind. Accordingly, to the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for this legal notice might have effect in relation to the Website.

8. LIABILITY

8.1 The Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website.

- 8.2 Nothing in this legal notice shall exclude or limit the Company's liability for:
- (a) death or personal injury caused by negligence (as such term is defined by the Unfair Contract Terms Act 1977); or
 - (b) fraud; or
 - (c) misrepresentation as to a fundamental matter; or
 - (d) any liability which cannot be excluded or limited under applicable law.
- 8.3 If your use of material on the Website results in the need for servicing, repair or correction of equipment, software or data, you assume all costs thereof.

9 THIRD PARTY RIGHTS

Except for our affiliates, directors, employees or representatives, a person who is not a party to this agreement has no right under the UK Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

10 ENTIRE AGREEMENT

These terms and conditions, together with the Website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to use of the Website.

11. GOVERNING LAW AND JURISDICTION

This legal notice shall be governed by and construed in accordance with English law. Disputes arising in connection with this legal notice shall be subject to the exclusive jurisdiction of the English courts.