

# ASHBURY COLLEGE

## TERMS AND CONDITIONS



### 1. Introduction

- 1.1. This website can be accessed at <https://www.ashburyedu.co.za/>, related mobi-sites and software applications (the "Website") and is owned and operated by Ashbury College ("AC", "we", "us" and "our").
- 1.2. Use of the site is subject to any additional enrolments, agreements, policies, or guidelines posted on the site from time to time.
- 1.3. ASHBURY COLLEGE does not make any representation regarding any other websites which may be linked to or accessed through this site and accordingly accepts no responsibility for the content or use of such websites or information contained therein. AC shall not be liable to any party for any form of loss or damage incurred as a result of any use of or reliance on any information contained on such website or any websites which can be accessed through this website.
- 1.4. This site is supplied on an "as is" basis and has not been compiled or supplied with the intention of meeting your individual requirements. It is your sole responsibility, as user, to satisfy yourself, prior to making use of this site, that the service available from and through this site will meet your individual requirements and be compatible with your hardware and/or software
- 1.5. These Terms and Conditions are binding and enforceable against every person that accesses or uses this Website ("you", "your" or "user"), including without limitation each user who registers as contemplated below ("registered user"). By using the Website and by clicking on the "Register" button on the Website, as may be applicable, you acknowledge that you have read and agree to be bound by these Terms and Conditions.
- 1.6. The Website enables you to register your child at the school.

### 2. Important Notice

- 2.1. Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
- 2.2. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask AC to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 2.3. AC permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

### 3. Registration and use of the website

- 3.1. Only registered users may access their child/children's application process and progress.
- 3.2. To register as a user, you must provide a unique username and password and provide certain information and personal details to AC. You will need to use your unique username and password to sign in.
- 3.3. You agree and warrant that your username and password shall:
  - 3.3.1. be used for personal use only; and
  - 3.3.2. not be disclosed by you to any third party.

- 3.4. or security purposes you agree to enter the correct username and password whenever accessing the "Parent's Portal" page, failing which you will be denied access.
- 3.5. You agree that you will not in any way use any device, software, or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised AC representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 3.6. You may not use the Website to distribute material, which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 3.7. You may not in any way display, publish, copy, print, post or otherwise use the Website and/or the information contained therein without the express prior written consent of an authorised AC representative.

#### **4. Privacy policy**

- 4.1. We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.
- 4.2. Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to –
  - 4.2.1. your name and surname;
  - 4.2.2. your email address; and
  - 4.2.3. your mobile number.
- 4.3. Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.
- 4.4. We will not, without your express consent, use your personal information for any purpose other than to contact you regarding the application and enrolment for education functions, or regarding your account/s;
- 4.5. We will ensure that all of our employees having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
- 4.6. We will –
  - 4.6.1. treat your personal information as strictly confidential;
  - 4.6.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access;
  - 4.6.3. provide you with access to your personal information to view and/or update personal details;
  - 4.6.4. upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
- 4.7. We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 4.8. AC undertakes never to sell or make your personal information available to any third party other than as provided for in this policy unless we are compelled to do so by law.
- 4.9. Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful

disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.

## **5. Changes to these Terms and Conditions**

- 5.1. AC may, in its sole discretion, change any of these Terms and Conditions at any time. It is your responsibility to regularly check these Terms and Conditions and make sure that you are satisfied with the changes.
- 5.2. Any such change will only apply to your use of this Website after the change is displayed on the Website. If you use the Website after such amended Terms and Conditions have been displayed on the Website, you will be deemed to have accepted such changes.

## **6. Electronic communications**

- 6.1. When you visit the Website or send emails to us, you consent to receiving communications from us electronically in accordance with our privacy policy.

## **7. Ownership and copyright**

- 7.1. The contents of the Website, including any material, information, data, software, icons, text, graphics, lay-outs, images, trade names, logos, trade-marks, designs and service marks which are displayed on or incorporated in this Website ("Website Content") are protected by law, including but not limited to copyright and trademark law. The Website Content is the property of AC, its advertisers and/or sponsors and/or is licensed to AC.
- 7.2. You will not acquire any right, title, or interest in or to the Website or the Website Content.
- 7.3. Any use, distribution or reproduction of the Website Content is prohibited unless expressly authorised in terms of these Terms and Conditions or otherwise provided for in law.

## **8. Disclaimer**

- 8.1. The use of the Website is entirely at your own risk, and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 8.2. Whilst AC takes reasonable measures to ensure that the content of the Website is accurate and complete, AC makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability, or functionality of the Website or as to the accuracy, completeness, or reliability of any information on the Website. If any such representations or warranties are made by AC representatives, AC shall not be bound thereby.
- 8.3. AC disclaims liability for any damage, loss, or expenses, whether direct, indirect, or consequential in nature, arising out of or in connection with your access to or use of the Website and/or any content therein unless otherwise provided by law.
- 8.4. In addition to the disclaimers contained elsewhere in these Terms and Conditions, AC also makes no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise,

jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of AC, its employees, agents or authorised representatives. AC thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

## **9. Linking to third party websites**

- 9.1. This Website may contain links or references to other websites ("Third Party Websites") which are outside of our control. These Terms and Conditions do not apply to those Third-Party Websites and AC is not responsible for the practices and/or privacy policies of those Third-Party Websites or the "cookies" that those sites may use.
- 9.2. Notwithstanding the fact that the Website may refer to or provide links to Third Party Websites, your use of such Third-Party Websites is entirely at your own risk, and we are not responsible for any loss, expense, claim or damage, whether direct, indirect, or consequential, arising from your use of such Third-Party Websites or your reliance on any information contained thereon.

## **10. Limitation of liability**

- 10.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communication and Transaction Act, AC cannot be held liable for any inaccurate information published on the Website, save where such liability arises from the gross negligence or wilful misconduct of AC, its employees, agents, or authorised representatives. You are encouraged to contact us to report any possible malfunctions or errors.
- 10.2. You hereby indemnify AC against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked website.

## **11. Availability and termination**

- 11.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 11.2. AC may in its sole discretion terminate, suspend, and modify this Website, with or without notice to you. You agree that AC will not be liable to you in the event that it chooses to suspend, modify, or terminate this Website other than for processing any orders made by you prior to such time, to the extent possible.
- 11.3. If you fail to comply with your obligations under these Terms and Conditions, including any incident involving payment towards the settlement of your account, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

## **12. Information on this site**

- 12.1. Information, ideas, and opinions expressed on this site should not be regarded as professional advice or the official opinion of AC. Users must seek advice prior to taking any action based on the contents of this site.

- 12.2. AC has not determined that the site content is suitable for any particular purpose and/or for a user whatsoever, other than as a general reference, and has not necessarily disclosed all risks relating to the site content or its subject matter.

### **13. User-generated content and conduct**

- 13.1. Any use of User-Generated Content by Users other than for private, non-commercial research or study is strictly prohibited.
- 13.2. You are prohibited from posting or transmitting to or from the site, including AC's Facebook, Google+ and other social networking media, any material:
  - 13.2.1. 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
  - 13.2.2. for which you have not obtained all necessary licences and/or approvals; or
  - 13.2.3. 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 any country in the world; or
  - 13.2.4. which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data. (together "Inappropriate User-Generated Content").
- 13.3. AC shall fully co-operate with any law enforcement authorities or court order requesting or directing AC to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.
- 13.4. AC accepts no responsibility for actively monitoring any forums, such as, but not limited to Facebook, and any such other forums as may come into existence, contained in the site for Inappropriate User-Generated Content. You agree that AC accepts no liability whatsoever if we so choose from time to time to edit, restrict, or remove the User-Generated Content.

### **14. Governing law and jurisdiction**

- 14.1. These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

### **15. Notices**

- 15.1. AC hereby selects 389 Samora Machel Street, Hospital View, Tembisa, as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions ("legal address"). AC may change this address from time to time by updating these Terms and Conditions.
- 15.2. Notices must be sent either by hand, prepaid registered post, telefax or email and must be in English. All notices sent – 13.1 by hand will be deemed to have been received on the date of delivery;
- 15.3. by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
- 15.4. by telefax before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the telefax. All telefaxes sent after 16h30 or on a day

- which is not a business day will be deemed to have been received on the following business day; and
- 15.5. by email will be deemed to have been on the date indicated in the "Read Receipt" notification. All email communication between you and us must make use of the "Read Receipt" function to serve as proof that an email has been received

## **16. General**

- 16.1. AC may, in its sole discretion, at any time and for any reason and without prior written notice, suspend or terminate the operation of the Website or the user's right to use the Website or any of its contents subject to us processing any orders then already made by you
- 16.2. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 16.3. No variation, addition, deletion, or agreed cancellation of the Terms and Conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.
- 16.4. No indulgence, extension of time, relaxation, or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past, or which might arise in the future.
- 16.5. These Terms and Conditions contain the whole agreement between you and AC and no other warranty or undertaking is valid, unless contained in this document between the parties.

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