



## **Web and Communications Policy**

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| <b>Last update:</b>            | <b>November 2016</b> |
| <b>Next review date:</b>       | <b>June 2018</b>     |
| <b>Staff resp. for review:</b> | <b>SI</b>            |

# Norbury Manor Web and Communications Policy

We, Norbury Manor Business and Enterprise College for Girls (“nmbec.org.uk”, “Norbury Manor”, “the college”, “we”, “us”, “our”), ask you to please take the time to read this policy carefully. It explains the rules covering your use of the college website (“the Site”) and any related mobile application (“App”) as well as other important information regarding your rights.

As well as providing information regarding the legal terms and conditions that apply to your use of our website ([www.nmbec.org.uk](http://www.nmbec.org.uk)), this policy provides details of the ways in which personal information is collected by us digitally; it also governs the way personal information is used on the website and other channels of communication including social media accounts (e.g. the college’s [Twitter](#) account [@norburymanor](#)) and our mobile application (“App”). The policy also refers to material published by the college (both digitally and in print) that is subject to intellectual property rights and the way this is used or may be used.

This policy may change from time to time; the most up-to-date version will always be available on our Site. We will indicate on the policy cover sheet when the policy was last updated. Please check back regularly to ensure you are viewing the most current version.

This policy comprises 4 sections:

- A. Information about Norbury Manor Business and Enterprise College for Girls**
- B. Website Privacy Policy**
- C. Website and Mobile Application Terms and Conditions**
- D. Use of Personal Information, Photographs and Other Media**

## **A. Information about Norbury Manor Business and Enterprise College for Girls**

Norbury Manor Business and Enterprise College for Girls is a company limited by guarantee, registered in England and Wales under company number 07843573 (registered office: Buzzacott LLP, 130 Wood Street, London EC2V 6DL).

You can contact us at:

Norbury Manor Business and Enterprise College for Girls  
Kensington Avenue  
Croydon  
CR7 8BT

United Kingdom

Information about our governance can be viewed [here](#).

## **B. Website Privacy Policy**

Details about the personal information our Site collects when you access, browse and use this website, how it is used and the rights you have to control our use of your personal information can be viewed [here](#).

By “Personal Information” we refer to information such as dates of birth and postal addresses; however, we do not necessarily include names or email addresses under this term (please see section **D: Use of Personal Information, Photographs and Other Media**).

## **C. Website and Mobile Application Terms and Conditions**

The following Terms and Conditions apply to your use of our website ([www.nmbec.org.uk](http://www.nmbec.org.uk)) and any related mobile application (“App”). By using the Site and App you confirm that you have read and understood these Terms and Conditions and agree to be bound by them.

These Terms and Conditions, along with the remainder of our Web and Communications Policy, may change from time to time. We will indicate on the policy cover sheet when the policy was last updated. Please check back regularly to ensure you are viewing the most current version. By continuing to use the Site and/or App after these Terms and Conditions have changed, you will be confirming that you have read and understood, and have agreed to be bound by, any revised Terms and Conditions.

### **1. Who can use the Site and App?**

If you are looking at [nmbec.org.uk](http://nmbec.org.uk) or the App and are under 18 then your use of the Site and App is subject to the consent of your parent or legal guardian.

The online privacy of children is especially important to us. We advise parents or guardians who permit their children to use the Site and App, and in particular any interactive element of the Site, that they should make their child aware of the potential risks to them. The [e-Safety page](#) of the website may be useful in this respect.

### **2. Use of the Site and App; user code of conduct**

You may only use the Site and App lawfully, for personal (non-commercial) purposes and in a manner which does not damage the Site, App or reputation of Norbury Manor Business and Enterprise College for Girls or infringe the intellectual property or other rights of any person, firm or company.

We consider non-commercial use to be any use not intended for or directed towards commercial advantage of monetary compensation.

You may download and store copies of elements of the content of the Site and App (the "Content") and/or make printed copies for your personal (non-commercial) use only but you must not delete or change any copyright, trademark, or other proprietary notice.

You agree that in using the App, Site (or any part thereof) or the Content you will not attempt to gain unauthorised access to any part or component of the Site, App or the Content or any connected computer, database or server. In the event that you have a claim against another user of the Site or App arising from that user's use of the Site, App or Content, you agree to pursue such action, claim or right independently of and without recourse to us.

You agree that you will not:

- Place or transmit false or misleading information on or via the Site or App
- Input or upload to the Site or App any information that contains viruses, Trojan horses, worms or other computer programming routines intended to damage, interfere with, intercept or expropriate any system or the Site, App and/or Content

We do not accept responsibility or liability for the conduct of any person who uses our Site or App. In addition, Norbury Manor is not responsible or liable for any loss or damage suffered as a result of the use of our Site and App.

We ask that, in using our Site and App, you show respect for other users and the property of others. By using our Site and App, you agree:

- to respect information you obtain on our Site and App and use it only in accordance with this user code of conduct and our Terms and Conditions
- not to break the law or encourage a breach of the law
- not to post or otherwise make available content which, in our view, is abusive; offensive; defamatory; obscene; pornographic or of a sexual nature; illegal; threatening; intimidating; in breach of privacy, confidentiality or third party rights; portrays unacceptable violence; or is otherwise unacceptable
- not to behave in a way which is threatening; intimidating; harassing; bullying; offensive; abusive; defamatory; discriminatory; demeaning; or violates the rights of others
- not to share any information which is confidential to any other person
- not to register as or on behalf of anyone else, impersonate anyone else, seek to take on a false identity or misrepresent yourself, your identity or age
- not to post or otherwise make available content containing financial information (such as account, credit or debit card details) or information

which identifies an individual personally or is capable of identifying an individual personally (for example, names, phone numbers, email addresses or postal addresses)

- not to use our Site or App to advertise, promote or endorse goods or services
- not to use our Site or App to send any chain letters, junk mail, 'spam', or any other form of bulk communication

We may investigate any reported breach of these Terms and Conditions or complaints and take any action that we deem appropriate (which may include, without limitation, removing your information, issuing warnings, suspending, restricting or terminating your access to and/or removing any content from the Site and App).

You agree that we may terminate or suspend your use of the Site and App at any time and for any or no reason without any notice even if we continue to allow others to use it. You agree that we will not be liable to you for any loss caused by termination or suspension of your access to the Site and App.

### **3. Third party content**

The Site and App may contain content which did not originate with us (whether such content is posted by users or is provided by anyone other than us (together, "Third Party Content").

While we attempt to monitor it as much as is practical, Third Party Content is not approved by Norbury Manor and we have no obligation to police it. Personal views or opinions expressed in such Third Party Content may not represent the views of Norbury Manor Business and Enterprise College for Girls and does not constitute an endorsement, recommendation or guarantee by us of quality or accuracy. We shall not be responsible or liable for any Third Party Content or for the consequences of its use.

If you have any concerns about any content appearing on our Site or App, please contact us as soon as possible. We reserve the right to remove Third Party Content from the Site and/or App without notice.

### **4. Links**

The Site and App may provide convenient links to external websites such as those connected with education initiatives.

Our Site and App may also contain links to other third party websites and resources. While we hope you find them useful, we can't endorse these and reserve the right to remove links at any time.

If you choose to access any of these links you will be leaving our Site and App; please be aware that we don't have any control over third party sites or content. We are not responsible for the information or advertising published on them or for any dealings or disputes you may have in relation to such sites;

we are also not liable for any loss or damage which may be suffered as a result of the use of links to third party sites and content.

We encourage you to review the Terms and Conditions and Privacy Policy on any new Site you choose to access because our Terms and Conditions and Privacy Policy will no longer be applicable.

We are happy for you to link to the [nmbec.org.uk](http://nmbec.org.uk) 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. You will require our express permission if you wish to create a link that indicates any form of approval, association or endorsement by/with us. In such cases, please contact the Web & Communications Manager using the link on the About Us section of the Site. We reserve the right to withdraw linking permission for any reason without notice.

## **5. Pop-ups**

When using our Site or App, you may receive a pop-up window; pop-ups from [nmbec.org.uk](http://nmbec.org.uk) are clearly marked as such.

You might also see pop-up ads from third parties. These may appear as a result of software you have installed, either deliberately or unknowingly, on your computer. We have no control over third party pop-up windows and in such cases do not endorse any related product, service or website. We are also not liable for any loss or damage that may be suffered as a result of the use of third party sites and content accessed or received via third party pop-up windows.

## **6. Intellectual property**

Please note that the intellectual property rights for all Content on the Site, App (including images, text, video or any other media) and other material published digitally by the college (together, the "Proprietary Content") is owned by Norbury Manor Business and Enterprise College for Girls and other copyright owners (e.g. our education initiatives, partners, users, suppliers and licensors) as specified wherever possible. This includes, without limitation, the organisation and layout of the Site. These rights are protected by laws and treaties around the world; all such rights are reserved.

By using the Site and App you're agreeing that Proprietary Content is available for personal (i.e. non-commercial) use except where such use is determined by us to be defamatory or misleading. We consider non-commercial use to be any use not intended for or directed towards commercial advantage of monetary compensation.

If you wish to quote our Content for other purposes you are welcome to contact us to make arrangements to use the Content accurately and in context.

Please note that some non-commercial use may be covered by a copyright

exception under the UK Copyright, Designs and Patents Act 1988. For all uses, a sufficient acknowledgment must be made to the copyright holder of work. It is your responsibility to make sure you comply with the copyright exceptions before using in-copyright content.

For further information please refer to the [UK Intellectual Property website](#).

## **7. Accessibility**

If you experience problems using our website with certain web browsers, devices or software – or if you have suggestions on how we can improve accessibility – please let us know; your feedback will help us improve our service.

## **8. Information and downtime**

From time to time we may make changes to the Site and App and related functions and services.

The Site and App may occasionally be unavailable for maintenance, updating or otherwise. Where this happens we apologise for any inconvenience; however, we are not liable for any loss or damages resulting from such unavailability.

We seek to always present accurate, transparent and useful information; however, there may be content on the Site or App that is not generated by us (Third Party Content, for example, as described above). Occasionally, information might be out of date, incomplete, contain errors or be in some way unreliable. With this in mind, please check any information obtained from this Site before acting upon it in any way.

## **9. Liability and indemnity**

The Site, App and Content are provided for convenience and general information purposes only. Commentary and other Content posted on the Site and App is not intended to amount to advice upon which reliance should be placed. Although reasonable care and preparation is taken with regard to the Site, App and Content, we do not warrant that the Content, Site or App will always be available; free from errors, bugs or viruses; accurate; or up-to-date. Any reliance placed on the Content, Site or App is entirely at your own risk.

To the extent possible under applicable law we exclude all liability which might otherwise arise, in contract, tort (including negligence) or on any other basis, as a result of your access to or use of the Site, App or Content.

In using the Site and App you agree to indemnify and hold harmless Norbury Manor Business and Enterprise College for Girls and its employees, governors, representatives and agents in full against any claims from other persons, firms and companies, and any associated losses, liabilities, damages or costs of any kind that may arise as a result of your use of the Site

and App (including any breach or suspected breach of these terms or conditions); your violation of any law or the rights of a third party; or our publishing your posted materials (except to the extent that they are caused by our editing of your materials).

## **10. Disputes**

You agree to use the Site and App (or any part of them) in accordance with all applicable laws relevant to the location (jurisdiction) from which you access them.

These Terms and Conditions, and any dispute or claim arising in relation to them (including non-contractual disputes or claims), are governed by English law; we reserve the right to bring proceedings in courts in any location (the English courts, your country of residence or elsewhere).

In such cases we always recommend that you should seek local legal advice, however please speak to us first if you have any concerns to see if they can be amicably resolved.

## **11. General**

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the remaining terms will continue to apply.

Unless we otherwise expressly agree in writing, these Terms and Conditions constitute the entire agreement between you and us with respect to your use of the Site, App and Content and supersede all discussions, communications, conversations and agreements concerning the subject matter hereof.

If we fail to insist that you perform any of your obligations under these Terms and Conditions, or if we do not enforce our rights against you (or delay in doing so), that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you we will do so only in writing and that will not mean that we will automatically waive any later default.

## **12. If in doubt, please talk to us**

If you have any queries, comments or complaints regarding the Site, App, Content or these Terms and Conditions, please let us know. You can write to us at:

Web and Communications Manager  
Norbury Manor Business and Enterprise College for Girls  
Kensington Avenue  
Croydon  
CR7 8BT  
United Kingdom

If you have any queries, comments or complaints regarding any other websites connected to Norbury Manor Business and Enterprise College for Girls or initiatives organised by or entered into by Norbury Manor Business and Enterprise College for Girls, please contact the relevant webmasters directly using the contact information displayed on the sites concerned.

*All contents of this Site Copyright © 2016 Norbury Manor Business and Enterprise College for Girls. All rights reserved.*

## **D. Use of Personal Information, Photographs and Other Media**

### **1. Proprietary Content**

Please note that the intellectual property rights for all Content on the Site, App (including images, text, video or any other media) and other material published digitally and in print by the college (together, the "Proprietary Content") is owned by Norbury Manor Business and Enterprise College for Girls and other copyright owners (e.g. our education initiatives, partners, users, suppliers and licensors) as specified wherever possible. This includes, without limitation, the organisation and layout of the Site and App. These rights are protected by laws and treaties around the world; all such rights are reserved.

Proprietary Content is available for personal (i.e. non-commercial) use except where such use is determined by us to be defamatory or misleading. We consider non-commercial use to be any use not intended for or directed towards commercial advantage of monetary compensation.

If you wish to quote our Proprietary Content for other purposes you are welcome to contact us to make arrangements to use it accurately and in context.

Please note that some non-commercial use may be covered by a copyright exception under the UK Copyright, Designs and Patents Act 1988. For all uses, sufficient acknowledgment must be made to the copyright holder of work. It is your responsibility to make sure you comply with the copyright exceptions before using copyrighted content.

For further information please refer to the [UK Intellectual Property website](#).

### **2. Our use of copyrighted material**

Where an image or other material is subject to copyright and a request is made to credit our use of the image or material we will always attempt to honour this. If we have used an image or other item and you are unhappy either with its use or the way it has been credited please contact us using the address on the Site's About Us page. Efforts will be made to rectify the situation in as timely a manner as possible.

### **3. Images and information related to students**

During a student's time at college we may photograph or film lessons and activities that involve your child. The photographs and film may be used (for example) in displays, staff training, publications, the Norbury Manor Site, the Norbury Manor App and articles in local newspapers. Photography or filming will only take place with the permission of the Headteacher and under appropriate supervision. Occasionally, students may be named in college publications (both digital and print) – for example, when a student has won a prize.

There may be other circumstances, falling outside the normal day-to-day activities of the college, when images and/or film are requested for use by other parties such as news and media organisations ("Third Party Use"). In such circumstances, specific consent from parents or guardians will usually be required before photography or filming of children is permitted. Children will only be named in such Third Party Use if there is a particular reason to do so (e.g. they have won a prize) and personal information will not be given out. Images that might cause embarrassment or distress will not be used.

If you object to your child being photographed or filmed please put your objection in writing and send it to the college marked for the attention of your child's head of year.

If you wish to attend college functions and take photographs of your child please take appropriate images, be sensitive to the presence of other people's children and be sure you do not interrupt or disrupt concerts, performances and events. The use of drones to take photographs is not permitted.

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