

## **Bolton Governance Gateway**

### **Terms and Conditions**

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In using the Bolton Council website, you will be deemed to accept these terms

#### **Privacy Statement**

*(See also Bolton Governance Gateway – Privacy Policy)*

We do not collect personal data about people who browse this website, unless you voluntarily submit your personal details to us via a form or email. If so:

- We will process your personal data within the terms of the Data Protection Act 1998, the Freedom of Information Act 2000, the Privacy and Electronic Communications Regulations 2003 and other relevant legislation.
- We will indicate why we are collecting the data.
- We will only use the data for the purpose for which it has been collected.
- We will only share the data with other organisations if it is stated at the point of collecting the data or if required by law or in order to carry out local authority functions in line with the Data Protection Act.
- We will not use your data for marketing products or services to you without your consent
- We will keep your data for the minimum time necessary.
- We will respect your rights under the Data Protection Act to access the data we hold about you.
- We will keep your personal data securely.
- We may also use cookies to make it easier to browse the site, please see our *Cookie Policy*.

#### **Terms and Conditions**

These terms and conditions govern your use of the Bolton Governance Gateway. Please read through them carefully as they affect your rights and liabilities under the law. If you do not agree to these terms and conditions, please do not register for, purchase from, or use the website.

The websites are provided to you free of charge for your personal use subject to the terms and conditions. By using the websites of Bolton Council ('Bolton Council', 'we' or 'us') you agree to be bound by these terms and conditions.

These terms and conditions do not affect your statutory rights.

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## **Confidentiality**

Material may be viewed or downloaded by the specified user only by means of access via a secure password. The material should only be used for the intended purpose of facilitating formal governing or trust board meetings of the relevant school or academy.

Confidentiality of all material should be maintained at all times. Failure to ensure the security of all material provided via the Bolton Governance Gateway, may result in suspension or removal from a relevant board or organisation.

## **Intellectual property / trademarks**

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In particular, we disclaim all liabilities in connection with the following:

- Incompatibility of our websites with any of your equipment, software or telecommunications links.
- Technical problems including errors or interruptions of the websites.
- Unsuitability, unreliability or inaccuracy of the websites.
- Inadequacy of the websites to meet your requirements.
- To the full extent allowed by applicable law, you agree that we will not be liable to you/or any third party for any consequential or incidental damages (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other indirect, special or punitive damages whatsoever that arise out of or are related to Bolton Council's Bolton Governance Gateway.

Nothing in these terms and conditions shall exclude Bolton Council for liability for personal injury or death caused by its negligence.

### **Your conduct**

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not our websites, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- For fraudulent purposes, or in connection with a criminal offence or other unlawful activity.
- To send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any 'spam'.
- To cause annoyance, inconvenience or needless anxiety

### **Links to other websites**

Bolton Council's websites contain many links to other sites. Bolton Council is not responsible for the privacy practices or for the validity or content of such websites. Please check with those sites to determine their privacy policy. Bolton Council does not share any of the individual personal information that you provide with the sites to which our site links and nor do we accept responsibility or otherwise endorse any information contained in the sites linked from within these pages.

### **Third party contributions**

This site contains material provided by third party authors - any views or opinions presented are solely those of the author and do not necessarily represent those of Bolton Council.

### **Website security**

Bolton Council has in place and maintains physical, electronic and procedural safeguards to protect your information and our websites. We arrange for our network traffic to be monitored, to investigate or detect unauthorised users and attacks on the websites. We have taken precautions to minimise the risk of transmitting software viruses, but we strongly advise that you carry out your own virus checks on downloadable files available on the site. We cannot accept liability for any loss or damage caused by software viruses that may have been encountered during use of this site, or any related site.

When registering to the site you must be aware that the information you submit will be insecure and could be observed by a third party while in transit. Do not submit information you would like to keep private.

## **Applicable law**

This agreement is deemed to be made in England and is subject to English law and the exclusive jurisdiction of the English courts. Any disputes that arise will be decided only by the English courts.

## **International use**

Bolton Council makes no promises that materials on its websites are appropriate or available for use in locations outside the United Kingdom, and accessing the websites from territories where its content are illegal or unlawful is prohibited. If you choose to access this site from locations outside the United Kingdom, you do so on your own initiative and are responsible for compliance with local laws.

## **Matters beyond our control**

Neither party is liable for any breach of this agreement that is caused by a matter beyond its reasonable control, including acts of God, fire, lightning, explosion, war, flood, industrial disputes, sabotage, extremely severe weather or act of local or central government or other competent authorities.

## **Changes to the privacy statement**

We may change our privacy policy from time to time. If it does change in anyway, then we will replace this page with the new version. You may wish to review this page to ensure you are up to date with what personal information we collect and why.

## **Your account**

If you use the Bolton Governance Gateway website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password.

You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the login area of the website.

We reserve the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

## **Prohibitions**

You must not publish, post, distribute, disseminate, or otherwise transmit anything that: offends common standards of courtesy or decency; is reasonably likely to breach technology export restrictions or financial services laws or to be invasive of privacy; is defamatory, obscene, pornographic, blasphemous, seditious, objectionable; or is unlawful, offensive, or regarded as such for racial, ethnic, or sexual reasons.

## **Comments or feedback**

We welcome your comments or feedback on our website. Please either use the 'Contact Us' page on the site or contact John Ashworth, Governor Services Manager on [governor.services@bolton.gov.uk](mailto:governor.services@bolton.gov.uk)