

WEBSITE TERMS AND CONDITIONS OF USE

Introduction

These terms and conditions apply between you, the User of our Website https://www.crosscurricularorienteering.co.uk/ (including any sub-domains, unless expressly excluded by their own terms and conditions), and Cross-Curricular Orienteering Ltd, the owner and operator of this Website. Please read these terms and conditions carefully, as they affect your legal rights. Your agreement to comply with and be bound by these terms and conditions is deemed to occur upon your first use of the Website. If you do not agree to be bound by these terms and conditions, you should stop using the Website immediately and notify Cross-Curricular Orienteering Ltd.

In these terms and conditions, User or Users means any third party (including but not limited to people, schools, organisations) that accesses the Website and is not either (i) employed by Cross-Curricular Orienteering Ltd and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Cross-Curricular Orienteering Ltd and accessing the Website in connection with the provision of such services. You must be at least 18 years of age to use this Website without adult supervision. By using the Website and agreeing to these terms and conditions, you represent and warrant that you are at least 18 years of age. School pupils under 18 years of age must seek permission from a suitable adult at the school to use the website and the school / third party giving the permission is bound by these terms and conditions.

1. Inception and term

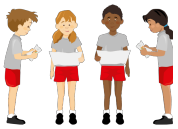
1.1. For website users, these apply upon your first use of the Website and at all times thereafter.
1.2 For our paid subscribers, these terms along with any monetary terms also apply from the date when your subscription / registration / authorisation began and at all times thereafter. Your online account will show your registration date.

2. Intellectual property and acceptable use

2.1. All Content included on the Website, unless uploaded by Users, is the property of Cross-Curricular Orienteering Ltd, our affiliates or other relevant third parties. In these terms and conditions, Content means any text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software and any other form of information capable of being stored in a computer that appears on or forms part of this Website, including any such content uploaded by Users. By continuing to use the Website you acknowledge that such Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, logo or service mark displayed on the site without the owner's prior written permission
2.2. You may, for your own personal, non-commercial use only, do the following:

a) retrieve, display and view the Content on a computer screen
b) print resources and use for educational purposes within your school only without breaching 'unfair usage'. Unfair usage includes but is not limited to excessive downloading, printing, screenshotting, photographing, screen recording of documents and our online resources e.g. more than 10 documents per day.

2.3. You must not otherwise reproduce, modify, copy, distribute or use for commercial purposes any Content without the written permission of Cross-Curricular Orienteering Ltd.



2.4. Paid subscribers can use the Cross-Curricular Orienteering portal only for educational use in connection with teaching and learning. This includes:

a) Teachers using the website to set work for pupils.

b) Pupils using the website to complete work set by their teachers.

2.5. Paid subscribers can use the Cross-Curricular Orienteering portal providing:

a) You are a current member of staff at the organisation (the school or educational establishment) that has a current subscription to Cross-Curricular Orienteering.

b) You have been provided with a valid username and password by your school or by Cross-Curricular Orienteering Ltd and your school or educational establishment has a current subscription to Cross-Curricular Orienteering.

3. Prohibited use

3.1. You may not use the Website for any of the following purposes: in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order; making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner.

3.2. You may not breach unfair usage. Unfair usage includes but is not limited to excessive downloading, printing, screenshotting, photographing, screen recording of documents and our online resources e.g. more than 10 documents per day.

4. Registration and subscription

4.1. You must ensure that the details provided by you on registration or at any time are correct and complete.

4.2. You must inform us immediately of any changes to the information that you provide when registering by updating your personal details to ensure we can communicate with you effectively.

4.3. We may suspend or cancel your registration or subscription with immediate effect for any reasonable purposes or if you breach these terms and conditions.

4.4. You may cancel your subscription at any time by logging into your account and cancelling your subscription or by informing us in writing to the address(es) at the end of these terms and conditions. If you do so, you are bound by these terms until the end of your existing subscription with us. You must immediately stop using the Website thereafter. Cancellation or suspension of your subscription does not affect any statutory rights.

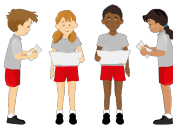
4.5. Your school account will be set to the general email address for the school or it will be set to the lead contact for the school's email address at the time of registration. All members of staff at your school are permitted to have these login details and you can forward these to them. It is your responsibility to make us aware if you need to change your login details at any point. It is also your responsibility to make all members of staff aware of these terms and conditions.

5. Password and security

5.1. When you register on this Website, you will be given a password, which you should keep confidential and not disclose or share with anyone outside of your school.

5.2. You are able to change and update your password as you wish. If you do this, you should keep the new password confidential and not disclose or share with anyone outside of your school.

5.3. If we have reason to believe that there is or is likely to be any misuse of the Website or breach of security, we may require you to change your password or suspend your account.



4.5. For paying subscribers, if anyone at your organisation shares login details with other organisations, you will pay us in accordance with our then current, applicable annual fee for the website per members of staff at other organisations using the website. E.g. if 2 members of staff outside of your organisation use your organisation login details, you will be responsible for our annual fee for the website x 2.

6. Links to other websites

6.1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Cross-Curricular Orienteering Ltd or that of our affiliates.
6.2. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
6.3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

7. Privacy Policy

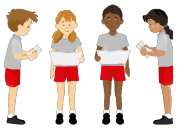
7.1. Use of the Website is also governed by our Privacy Policy, which is incorporated into these terms and conditions by this reference. To view the Privacy Policy, use the link: https://www.crosscurricularorienteering.co.uk/privacy-policy/ or visit our website and look for 'privacy policy'.

8. Availability of the Website and disclaimers

8.1. Any online facilities, tools, services or information that Cross-Curricular Orienteering Ltd makes available through the Website (the Service) is provided "as is" and on an "as available" basis. Whilst we endeavour to provide the highest quality service, we give no warranty that the Service will be free of defects and/or faults. To the maximum extent permitted by the law, we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality. Cross-Curricular Orienteering Ltd is under no obligation to update information on the Website.
8.2. Whilst Cross-Curricular Orienteering Ltd uses reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, we give no warranty or guarantee in that regard and all Users take responsibility for their own security, that of their personal details and their computers.
8.3. Cross-Curricular Orienteering Ltd accepts no liability for any disruption or non-availability of the Website.
8.4. Cross-Curricular Orienteering Ltd reserves the right to alter, suspend or discontinue any part (or the whole of) the Website including, but not limited to, any products and/or services available. These terms and conditions shall continue to apply to any modified version of the Website unless it is expressly stated otherwise.
8.5. **Safe Participation and Use of Resources:** Cross-Curricular Orienteering resources involve physically active participation which may include walking, running, or navigating outdoor or uneven terrain. It is the responsibility of the school (or supervising adult, where appropriate) to ensure all activities are delivered safely, under supervision, and in line with your risk assessment, subject specific guidance and safeguarding policies. Cross-Curricular Orienteering Ltd accepts no responsibility for any injury, loss, or damage arising from the use of our resources.Please refer to our full Guidance for Safe Participation and Disclaimer, available here: https://www.crosscurricularorienteering.co.uk/guidance-for-safe-participation-and-disclaimer/

9. Limitation of liability

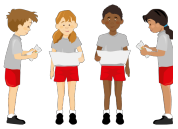
9.1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from our or your negligence, as applicable; (b) limit or exclude our or your liability for fraud or



fraudulent misrepresentation; or (c) limit or exclude any of our or your liabilities in any way that is not permitted under applicable law.
9.2. We will not be liable to you for any loss or damage of any kind.
9.3. We will not be liable to you in respect of any losses arising out of events beyond our reasonable control.
9.4. To the maximum extent permitted by law, Cross-Curricular Orienteering Ltd accepts no liability for any of the following:

a) any business losses, such as loss of profits, income, revenue, anticipated savings, business, contracts, goodwill or commercial opportunities;
b) loss or corruption of any data, database or software;
c) any special, indirect or consequential loss or damage.

10. Payments for subscribers and customers
10.1. If taking out a package or subscription with us, you'll receive access to the Cross-Curricular Orienteering portal for 1 year from the point in which we authorise the school's initial account registration. This may not be the same as the point of order/booking and your registration date can be found on your online account. An automatic renewal will take place each year on the same day as the initial registration and authorisation. At least 7 days and at most 90 days before the auto-renewal date, schools will receive a renewal reminder via email to the email address the account is registered with detailing the cost and what's included (please note, prices can be subject to change each year). Should schools not wish to renew, they must opt out before their renewal date by logging into their account and cancelling their subscription. If the school does not cancel their subscription before the renewal date, the full payment will be due for the new 365 day period. It is the schools responsibility to ensure they receive emails from Cross-Curricular Orienteering Ltd and we accept no responsibility for emails not getting through. Emails will come from email addresses with the domain: @crosscurricularorienteering.co.uk
10.2. We will invoice you for payment of the Fees either: when we have completed the Services; or at any point after the time of your booking/order.
10.3. You must pay the Fees due within 30 days of the date of our invoice or otherwise in accordance with any credit terms agreed between us.
10.4. Time for payment shall be of the essence of the Contract.
10.5. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, we will charge you interest at the rate of 8% above the base lending rate of the Bank of England on the amount outstanding until payment is received in full. Interest will accrue each day after the due date until actual payment of the overdue amount. The school shall then pay the amount due together with the amount of interest accrued. Cross-Curricular Orienteering holds the right to suspend your account and any of our services until payment is made in full to us.
10.6. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither of us can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
10.7. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with, you.
10.8. Receipts for payment will be issued by us only at your request.
10.9. All payments must be made in British Pounds unless otherwise agreed in writing between us.



10.10. Regardless of your paying processes and systems, the way you handle invoices or any future changes to your processes and systems, you enter into this agreement and comply with all terms set out in clauses 10.1 to 10.10.

11. General

11.1. You may not transfer any of your rights under these terms and conditions to any other person, organisation, school or third party. We may transfer our rights under these terms and conditions where we reasonably believe your rights will not be affected.

11.2. These terms and conditions may be varied by us from time to time. Such revised terms will apply to the Website from the date of publication. Users should check the terms and conditions regularly to ensure familiarity with the then current version.

11.3. These website terms and conditions together with the Privacy Policy and for those receiving Services, the Service terms and conditions, contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the terms and conditions.

11.4. The Contracts (Rights of Third Parties) Act 1999 shall not apply to these terms and conditions and no third party will have any right to enforce or rely on any provision of these terms and conditions.

11.5. If any court or competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these terms and conditions will not be affected.

11.6. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

11.7. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

Cross-Curricular Orienteering Ltd details

Cross-Curricular Orienteering Ltd is a company incorporated in England and Wales with registered number 10726263 whose registered address is The Croft, Cow Brow, Lupton, Carnforth, LA6 1PJ and it operates the Website https://www.crosscurricularorienteering.co.uk/. The registered VAT number is 355315506. You can contact Cross-Curricular Orienteering Ltd by email on contact@crosscurricularorienteering.co.uk