

# Website terms and conditions (UK)

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

## **WHAT'S IN THESE TERMS?**

These terms tell you the rules for using our website [www.naturalcurriculum.co.uk](http://www.naturalcurriculum.co.uk) (**our site**).

## **WHO WE ARE AND HOW TO CONTACT US**

[www.naturalcurriculum.co.uk](http://www.naturalcurriculum.co.uk) is a site operated by Educational Recording Agency Ltd (“We”). We are a limited company registered in England and Wales under company number 02423219 and have our registered office at 5th Floor, Shackleton House, 4 Battle Bridge Lane, London, England, SE1 2HX.

To contact us, please email [era@era.org.uk](mailto:era@era.org.uk).

## **BY USING OUR SITE YOU ACCEPT THESE TERMS**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

## **WE MAY MAKE CHANGES TO THESE TERMS**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time. Your use of this site after changes have been made will constitute acceptance of the revised terms.

## **WE MAY MAKE CHANGES TO OUR SITE**

We may update and change our site from time to time to (without limitation) reflect our users’ and partners’ needs and our business priorities.

## **WE MAY SUSPEND OR WITHDRAW OUR SITE**

Our site is made available free of charge.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

## **OUR SITE IS ONLY FOR USERS IN THE UK**

Our site is directed to people residing in the United Kingdom. We do not represent that content available on or through our site is appropriate for use or available in other locations.

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## **HOW YOU MAY USE MATERIAL ON OUR SITE**

Our site can be used within the classroom for the purpose of teaching and learning.

You may download, save and print off a reasonable number of copies of the downloadable resources from our site for your personal use and/or non-commercial educational uses and you may modify the downloadable resources which you print off.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us and/or applicable third party content owners.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You must not carry out any activity (including without limitation advertising or promotional activities) that may imply endorsement by us or the BBC. You must not use our logos and trade marks, or any BBC logos and trade marks, at any time; and you must not make reference to us or the BBC in any published material without the prior written consent of us or the BBC respectively.

## **PROHIBITED USES TERMS**

You may use our site only for lawful purposes. You may not use our site:

- For commercial uses or purposes.
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

## **BREACH OF PROHIBITED USES TERMS**

When we consider that a breach of the prohibited uses terms has occurred, we may take such action as we deem appropriate.

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Failure to comply with the prohibited uses terms constitutes a material breach of the terms of use upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

We exclude our liability for all action we may take in response to breaches of the prohibited uses terms. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

#### **DO NOT RELY ON INFORMATION ON THIS SITE**

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete, up to date or suitable for teaching purposes.

#### **WE ARE NOT RESPONSIBLE FOR WEBSITES WE LINK TO**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

#### **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

#### **WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

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## **RULES ABOUT LINKING TO OUR SITE**

You may link to our 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 must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part or on the part of the BBC.

You must not establish a link to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these terms.

If you wish to link to or make any use of content on our site other than that set out above, please contact [acostello@era.org.uk](mailto:acostello@era.org.uk)

## **OTHER TERMS ALSO APPLY**

In addition to these Website Terms & Conditions, the following terms apply to your use of our site:

- [Our Cookie Policy](#), which sets out information about the cookies on our site.

In addition to accepting the Website Terms & Conditions and Cookie Policy mentioned above, if you wish to play any of the natural history clips on our site within the classroom, your educational institution must have an ERA Licence in place before so doing. Further details about the ERA Licence can be found here: <https://era.org.uk>

## **WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**

These terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

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