



## TERMS AND CONDITIONS FOR USE OF BBS CONNECTED FOR SCHOOLS

### 1. Interpretation

1.1 The definitions set out below apply in these terms and conditions (the **Conditions**):

<b>BBS Connected</b>	the online database of agents and associated information to which the Customer has access under the Contract;
<b>Owner</b>	British Boarding Schools Network Ltd incorporated and registered in England and Wales with company number 05728330 whose registered office is situated at Maple House, Goudhurst Road, Horsmonden, Tonbridge, Kent, TN12 8AE;
<b>Code of Conduct</b>	any rules stipulated by the Owner regarding the use of BBS Connected which may be developed or amended from time to time;
<b>Contract</b>	the agreement between the School and the Owner as governed by these Conditions and any other documentation referred to herein;
<b>Educational Agents</b>	the agents (whose principal purpose is to introduce international students to, and place such students with, boarding schools in the UK) whose details will be available through BBS Connected ;
<b>Intellectual Property Rights</b>	all copyright, trademarks, trade, business and domain names, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered;
<b>Representative(s)</b>	the representative(s) appointed by the School to use BBS Connected, as notified to the Owner by the School on the online membership form or from time to time;
<b>School</b>	the school whose name is set out in the School Profile Form. Where there are a number of schools in a group, each individual school must purchase its own subscription;
<b>School Profile Form</b>	the online membership form to be completed by the school;
<b>Services</b>	the services to be provided through BBS Connected by the Owner under the Contract, as described in Condition 3, together with any other services which the Owner provides, or agrees to provide, to the School;
<b>VAT</b>	value added tax chargeable under English law for the time being and any similar additional tax;

1.2 Headings in these Conditions shall not affect their interpretation.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

## **2. Application of Conditions**

2.1 These Conditions shall:

2.1.1 apply to and be incorporated into the Contract; and

2.1.2 prevail over any inconsistent terms or conditions supplied by the School, or implied by law or course of dealing.

2.2 Completion of the School Profile Form constitutes an offer by the School to purchase the Services on these Conditions. No offer placed by the School shall be accepted by the Owner other than by a written or email acknowledgement issued by the Owner when a contract for the supply of the Services on these Conditions will be established.

2.3 The Owner may at its absolute discretion refuse to accept any School Profile Form submitted by a School.

2.4 Any changes or additions to the Contract must be agreed in writing between the School and the Owner.

## **3. Owner's rights and obligations**

3.1 The Owner shall use its reasonable endeavours to, maintain and provide access to BBS Connected and keep information on it up-to-date. However it does not warrant the accuracy of any of the information contained within it.

3.2 The Owner shall issue the School with a confidential username and password to enable the Representative(s) to access BBS Connected.

3.3 The School agrees to keep the password confidential and only available to the Representative(s). It will not supply the password to any third party.

3.4 The Owner shall publish information relating to the School, as well as the other participating schools, guardianship companies and Educational Agents (together with their respective representatives and delegates), through BBS Connected. The Owner shall have editorial control in relation to any information that is included on BBS Connected.

3.5 The Owner shall have the right to use its absolute discretion to prohibit the use of any material that the Owner (acting reasonably) deems unsuitable for BBS Connected and to remove any material on BBS Connected, which is its reasonable opinion breaches any of these Conditions.

3.6 The Owner shall have the right to refuse the Representative or School access to BBS Connected if, in the reasonable opinion of the Owner, the use of BBS Connected is detrimental to the reputation of BBS Connected or the Owner or is not in the best interests of the other users of BBS Connected or is outside the permissions granted by these Conditions.

## **4. School's rights and obligations**

4.1 The School shall:

4.1.1 co-operate with the Owner in all matters relating to or arising out of the use of BBS Connected ;

4.1.2 comply with the Code of Conduct for BBS Connected ;

4.1.3 provide all materials and forms requested by the Owner by the relevant deadline (including, but not limited to, any photographs of the Customer and/or its Representative for inclusion in BBS Connected );

4.1.4 procure that the Representative complies with and adheres to all rules, regulations and lawful instructions relating to the use of BBS Connected.

4.2 The School must ensure that any information on BBS Connected, whether supplied by the School directly or from a third party to the Owner is neither offensive nor defamatory. The School warrants to the Company that:

4.2.1 all information provided will be true, complete, accurate and not misleading.

4.2.2 in respect of all information and documents (submitted from time to time to the Owner by, or on behalf of, the Customer, for publication on BBS Connected or elsewhere for the purposes contemplated in these Conditions) which contain the name or pictorial representation (photographic or otherwise) of any living person and/or any part of any living person and/or any copy by which any living person is or can be identified, the School has obtained the authority of such living person to make use of such name, representation and/or copy; and

4.2.3 the reproduction and/or publication of information and documents (submitted from time to time to the Owner by, or on behalf of, the School, for publication on BBS Connected, or elsewhere for the purposes contemplated in these

Conditions) as submitted by the School will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any person or render the Owner liable to any proceedings whatsoever.

4.3 The School shall indemnify and keep indemnified the Owner against any loss or liability arising out of any third party claim in respect of the Owner's use of information and documents submitted from time to time to the Owner by, or on behalf of, the School, for publication on BBS Connected or elsewhere for the purposes contemplated in these Conditions.

4.4 If the Owner's performance of its obligations under the Contract is prevented or delayed by any act or omission of the School, its Representative or employees, the Owner shall not be liable for any costs, charges or losses sustained or incurred by the School arising directly or indirectly from such prevention or delay.

4.5 The School acknowledges that, whilst the Owner takes reasonable steps to ensure the good character and reliability of any participating Educational Agents and their respective delegates, the Owner shall not be liable for any subsequent breach of contract or breach of duty or damage that may be caused by any Educational Agent and/or their representative and the School must rely on their own assessment of the Educational Agent's suitability. Notwithstanding the information supplied by the Owner, including any checks carried out by the Owner, the School agrees they will be responsible for any reference checks they are legally obliged or required to carry out by any statutory authority.

## **5. Charges, payment and cancellation fee**

5.1 The fee(s) payable by the School for the Services will be as quoted on the BBS Connected website and in any promotional materials provided by the Owner from time to time.

5.2 The School shall pay the Owner, the fee(s) payable for the Services together with VAT as set out in the invoice presented to the Customer by the Owner within thirty (30) days of the invoice date, except as otherwise expressly set out on the invoice. Invoices are payable to British Boarding Schools Network Ltd.

5.3 The Services are provided on an annual basis and are non-cancellable and non-refundable during each subscription year. Renewal fees will be notified to the School at the end of the subscription term. The Services will be automatically renewed unless a notice of cancellation is received by the Owner more than 30 days' before the end of the current year.

5.4 In the event that the School terminates the arrangements during a subscription year, if the parties agree, the School's details will be removed from BBS Connected.

5.5 The School may apply to the Owner to register an additional Representative to have access to BBS Connected:

4.5.1 if approved in writing or by email by the Owner to the School; and

4.5.2 subject to payment to the Owner of such fee as the Owner may, following receipt of any such application, notify to the School in writing or by email.

## **6. Intellectual property rights**

As between the School and the Owner, all Intellectual Property Rights and all other rights in (or associated with) BBS Connected and all information contained on it belong to the Owner.

## **7. Confidentiality**

The School shall keep in strict confidence all commercial know-how and all data, which is of a confidential nature to the extent disclosed to the School by the Owner, its employees, representatives, consultants or subcontractors. Such commercial know-how and data includes (but is not limited to) the list of Educational Agents and any document supplied by the Owner to the School containing advice. The School may not disclose any such information or materials to any third party nor copy or reproduce such information or materials without the prior written consent of the Owner. The parties acknowledge that damages alone may not be an adequate remedy for breach of the confidentiality obligations set out in this Condition.

## **8. Limitation of liability - THE SCHOOL'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

8.1 This Condition 8 sets out the entire financial liability of the Owner (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the School in respect of:

8.1.1 any breach of contract;

8.1.2 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

- 8.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.3 Nothing in these Conditions limits or excludes the liability of the Owner:
- 8.3.1 for death or personal injury resulting from negligence; or
- 8.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Owner.
- 8.4 Subject to Condition 8.3:
- 8.4.1 the Owner shall not be liable for:
- (a) loss of profits; or
  - (b) loss of business; or
  - (c) loss of contract; or
  - (d) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses;
- 8.4.2 the Owner's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services in the calendar year in which the event which gives rise to the liability occurred.
- 8.5 The Owner shall have no liability to the School for any loss, damage, costs, expenses or other claims for compensation arising from any information supplied by or on behalf of the School which is incomplete, inaccurate or incorrect.
- 8.6 Under the Consumer Protection (Distance Selling) Regulations 2000 (the "Regulations"), for some non-business instructions, you may have the right to withdraw, without charge, within seven working days of the date on which you asked to subscribe to BBS Connected. However, if we allow you access within that period, you lose that right to withdraw. Your acceptance of these Conditions amounts to such a consent if these Regulations apply.

## 9. **Privacy Policy**

- 9.1 Please refer to the separate Privacy Policy link below:

<https://britishboarding.com/privacy-policy>

## 10. **Termination**

- 10.1 The Owner may terminate the Contract immediately by written notice if:
- 10.1.1 the School fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or
- 10.1.2 the other party commits a material breach of any of the terms of the Contract; or
- 10.1.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts.
- 10.2 On termination of the Contract for any reason:
- 10.2.1 the School shall immediately pay to the Owner all of the Owner's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Owner may submit an invoice, which shall be payable immediately on receipt;
- 10.2.2 the School shall promptly destroy the password for BBS Connected as well as all information obtained and any document supplied by the Owner;
- 10.2.3 the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

- 11. Force majeure**  
The Owner shall have no liability to the School under the Contract if it is prevented from maintaining BBS Connected due to acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving Owner or any other party), failure of a utility service or transport network, act of God, war, terrorism, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood or storm.
- 12. Waiver**  
A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13. Severance**
- 13.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 13.2 If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 14. Entire agreement**
- 14.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.
- 14.2 Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract), as provided in the Contract.
- 15. Assignment**  
The School shall not, without the prior written consent of the Owner, assign any of its rights or obligations under the Contract.
- 16. No partnership or agency**  
Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 17. Rights of third parties**  
A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 18. Notices**
- 18.1 Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party. A notice or other communication required to be given under or in connection with the Contract shall not be validly given if sent by e-mail or by fax.
- 18.2 If a notice or other communication is delivered personally or by commercial courier, it is treated as being delivered at the time it is handed to or left for the party.
- 18.3 If a notice or document is sent by post, it is treated as being delivered:
- 18.3.1 twenty four (24) hours after it was posted, if first class post was used; or
- 18.3.2 seventy two (72) hours after it was posted, if first class post was not used,
- provided it can be proved conclusively that a notice or document was delivered by post by showing that the envelope containing the notice or document was properly addressed and put into the post system with postage paid.

**19. Governing law and jurisdiction**

- 19.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 19.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.