

These Terms of Use, together with any and all other documents referred to in them, set out the terms under which you may access and use the Course provided by us, School Sensory Solutions, a trading name of Midland Occupational Therapy Services Limited, a company registered in England and Wales under number 08666264, whose registered office is at Dovefields, Little Bridge, Tutbury, DE13 9LW (referred to as “we/us/our”).

Please read these Terms of Use carefully and ensure that you understand them. It will be deemed that you agree to comply with and be bound by these Terms of Use when you first log-in to access our Course. If you do not agree to comply with and be bound by these Terms of Use, you must stop using the Course immediately.

1. Definitions and Interpretation

- 1.1 In these Terms of Use, the following expressions have the following meanings:

“Client” means the school or other corporate body entering into contract with us, to allow you access to the Course;

“Content” means any and all text, graphics, images, software, data compilations, page layout, underlying code, downloadable content and any other form of information that appears on or forms part of the Course;

“Course” means the School Sensory Solutions course developed by us, and includes all Content and other elements of it; and

“User/You/Your” means any user of our Course.

2. Access to the Course

- 2.1 It is your responsibility to make any and all arrangements necessary to access the Course.
- 2.2 Access to the Course is provided “as is” and on an “as available” basis. We may alter, suspend or discontinue the Course (or any part of it) at any time and without notice. We will not be liable to you in any way if the Course (or any part of it) is unavailable at any time and for any period.
- 2.3 If you are a Client, please refer to our Terms and Conditions for information about the contract between you and us.
- 2.4 All Courses include for one licence for one individual, unless specifically stated otherwise. Sharing of accounts is not permitted unless we expressly authorise this in writing. You are required to keep your account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your account details in your internet browser. We also recommend the password you choose is strong and secure, in accordance with cyber-security best practice.

3. Usage of our Course

- 3.1 You may only use our Course in a manner that is lawful and that complies with the provisions of this clause 3. Specifically:
- 3.1.1 you must not use the Course in any way, or for any purpose, that is unlawful or fraudulent;
- 3.1.2 you must not use the Course to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind; and
- 3.1.3 you must not use the Course in any way, or for any purpose, that is intended to harm any person or persons in any way.
- 3.2 When using the Course in any way, you must not upload, post, communicate information or otherwise do anything that:
- 3.2.1 is obscene, sexually explicit, deliberately offensive, hateful, or otherwise inflammatory;
- 3.2.2 promotes violence, or promotes, assists in, or constitutes any form of unlawful activity;
- 3.2.3 discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation, or age;
- 3.2.4 is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- 3.2.5 is calculated or otherwise likely to deceive;
- 3.2.6 is intended or otherwise likely to infringe (or threaten to infringe) another person’s right to privacy or otherwise uses their personal data in a way that you do not have a right to;

- 3.2.7 misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;
- 3.2.8 implies any form of affiliation with us where none exists;
- 3.2.9 infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trademarks and database rights) of ours or any other party; or
- 3.2.10 is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

- 3.3 We reserve the right to suspend or terminate your access to the Course if you materially breach the provisions of this clause 3 or any of the other provisions of these Terms of Use. Specifically, we may take one or more of the following actions:

- 3.3.1 suspend, whether temporarily or permanently, your right to access the Course;
- 3.3.2 remove any content which violates this clause 3;
- 3.3.3 issue you with a written warning;
- 3.3.4 take legal action against you as appropriate;
- 3.3.5 disclose such information to law enforcement authorities as required or as we deem reasonably necessary; and/or
- 3.3.6 take any other actions which we deem reasonably appropriate (and lawful).

4. Intellectual Property Rights

- 4.1 The Course, together with any and all intellectual property rights of whatever nature which now or in the future subsist in the Course, is and will remain our property.
- 4.2 All Content in the Course and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All such Content is protected by applicable United Kingdom and international intellectual property laws and treaties.
- 4.3 We have agreed to grant you a limited, non-exclusive, non-transferrable licence to use the Course and its Content within the bounds of these Terms of Use.
- 4.4 You must not, or permit any third party to:
- 4.4.1 attempt to copy, modify, duplicate, create derivative works from, reverse compile, disassemble, reverse engineer, frame, mirror, republish, transmit, or distribute all or any part of the Course in any form or media or by any means;
- 4.4.2 access all or any part of the Course in order to build a product or service which competes with the Course;
- 4.4.3 vary, delete or obscure any notices of proprietary rights, means of identification or restrictions on or in the Course;
- 4.4.4 sub-license, sell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make the Course available to any third party except the Users; or
- 4.4.5 attempt to obtain, or assist third parties in obtaining, access to the Course other than as provided under this clause 4.
- 4.5 You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content or any other material from the Course unless clearly given express permission to do so.
- 4.6 Our status as the owner and author of the Course and the Content must always be acknowledged.

5. **Links to Other Sites:** The Course may include links to other sites. Unless expressly stated, these sites are not under our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site in our Course is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

6. Disclaimers

- 6.1 We will provide you with general guidance, information and advice through the Course and any support and training sessions you may attend. However, we cannot be held responsible for any actions or lack of actions you may take as a result of such guidance, information or advice, or for the manner in which it may be implemented. We recommend you seek advice where required from a suitably qualified professional.
- 6.2 We accept no liability for any User’s use of the information obtained through the Course.
- 6.3 We make no representation or warranty that any part of the Course is

- suitable for your purposes or that any part of it constitutes accurate data and/or advice on which decisions can be based.
- 6.4 As far as is permitted by law, we make no representation, warranty, or guarantee that the Course will meet your requirements, that it will be compatible with all software and hardware, or that it will be secure.
- 6.5 We make reasonable efforts to ensure that our Content on the Course is complete, accurate, and up to date. We do not, however, make any representations, warranties or guarantees (express or implied) that such Content is complete, accurate or up to date.
- 6.6 We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in content uploaded by any Users and/or Clients. Any such opinions, views or values do not reflect our opinions, views or values in any way.

7. Our Liability

- 7.1 To the fullest extent permissible by law, we accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Course or the use of or reliance upon any Content (whether it is provided by us or any third party) within the Course.
- 7.2 To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Course or any Content within the Course.
- 7.3 We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 7.4 We exercise all reasonable skill and care to ensure that the Course is free from viruses and other malware. Subject to clause 8, we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Course (including the downloading of any Content from it) or any other site referred to on the Course.
- 7.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Course resulting from external causes including, but not limited to, internet service provider failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 7.6 Nothing in these Terms of Use excludes or restricts our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of your legal rights as a consumer (where applicable), including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.

8. Viruses, Malware and Security

- 8.1 We exercise all reasonable skill and care to ensure that the Course is secure and free from viruses and other malware. We do not, however, guarantee that the Course is secure or free from viruses or other malware and accept no liability in respect of the same, as detailed in clause 7.4. You are responsible for protecting your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 8.2 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Course.
- 8.3 You must not attempt to gain unauthorised access to any part of the Course, the server on which the Course is stored, or any other server, computer, or database connected to the Course.
- 8.4 You must not attack the Course by means of a denial of service attack, a distributed denial of service attack, or by any other means.
- 8.5 By breaching clauses 8.2 to 8.4, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities and we will cooperate fully with those authorities by disclosing your identity to them. Your right to use the Course will cease immediately in the event of such a breach.

9. **Data Protection:** Use of the Course is also governed by our Privacy Policy, available on the Course or on request. This Policy is incorporated into these Terms of Use by this reference.

10. **Changes to these Terms of Use:** We may alter these Terms of Use at any time. Any such changes will become binding on you upon your first use of the Course after the changes have been implemented. You are advised to check them from time to time.

11. **Contacting us:** You can contact us using any of the methods provided on our contact page.

12. Law and Jurisdiction

- 12.1 These Terms of Use, and the relationship between you and us (whether contractual or otherwise) will be governed by and construed in accordance with the law of England and Wales.
- 12.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in clause 12.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 12.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and us relating to these Terms of Use, or the relationship between you and us (whether contractual or otherwise) will be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 12.4 If you are a business, any disputes concerning these Terms of Use, the relationship between you and us, or any matters arising from it or associated with it (whether contractual or otherwise) will be subject to the exclusive jurisdiction of the courts of England and Wales.