

Terms and Conditions/Disclaimer

Introduction

These terms and conditions/disclaimer (the “T&Cs”) govern your use of this website; by using this website, you accept these T&Cs in full. If you disagree with these T&Cs or any part of these T&Cs, you must not use this website.

License to use website

Unless otherwise stated, Inner Sydney Montessori Association (trading as Inner Sydney Montessori School) and/or its licensors own the intellectual property rights in the website and material on the website. Subject to this, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these T&Cs.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website except for content specifically and expressly made available for redistribution.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Principal of Inner Sydney Montessori School express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without the Principal of Inner Sydney Montessori School express written consent.

User content

In these T&Cs, “your user content” means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant Inner Sydney Montessori School a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to Inner Sydney Montessori School the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party’s legal rights, and must not be capable of giving rise to legal action whether against you or Inner Sydney Montessori School or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Inner Sydney Montessori School reserves the right to edit or remove any material submitted to this website, or stored on Inner Sydney Montessori School servers, or hosted or published upon this website.

Notwithstanding Inner Sydney Montessori School rights under these T&Cs in relation to user content, Inner Sydney Montessori School does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

No warranties

This website is provided “as is” without any representations or warranties, express or implied. Inner Sydney Montessori School makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, Inner Sydney Montessori School does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial or medical matter you should consult an appropriate professional.

Limitations of liability

Inner Sydney Montessori School will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or

- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Inner Sydney Montessori School has been expressly advised of the potential loss.

Exceptions

Nothing in this website T&Cs will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website T&Cs will exclude or limit Inner Sydney Montessori School liability in respect of any:

- death or personal injury caused by Inner Sydney Montessori School negligence;
- fraud or fraudulent misrepresentation on the part of Inner Sydney Montessori School; or
- matter which it would be illegal or unlawful for Inner Sydney Montessori School to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website T&Cs are reasonable.

If you do not think they are reasonable, you must not use this website.

Other parties

You accept that, as a limited liability entity, Inner Sydney Montessori School has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Inner Sydney Montessori School officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website T&Cs will protect Inner Sydney Montessori School officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Inner Sydney Montessori School.

Unenforceable provisions

If any provision of this website T&Cs is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website T&Cs.

Indemnity

You hereby indemnify Inner Sydney Montessori School and undertake to keep Inner Sydney Montessori School indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Inner Sydney Montessori School to a third party in settlement of a claim or dispute on the advice of Inner Sydney Montessori School legal advisers) incurred or suffered by Inner Sydney Montessori School arising out of any breach by you of any provision of these T&Cs, or arising out of any claim that you have breached any provision of these T&Cs.

Breaches of these terms and conditions

Without prejudice to Inner Sydney Montessori School other rights under these T&Cs, if you breach these T&Cs in any way, Inner Sydney Montessori School may take such action as Inner Sydney Montessori School deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

Inner Sydney Montessori School may revise these T&Cs from time-to-time. Revised T&Cs will apply to the use of this website from the date of the publication of the revised T&Cs on this website. Please check this page regularly to ensure you are familiar with the current version.

Assignment

Inner Sydney Montessori School may transfer, sub-contract or otherwise deal with rights and/or obligations under these T&Cs without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these T&Cs.

Severability

If a provision of these T&Cs is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These T&Cs and the Privacy Policy constitute the entire agreement between you and Inner Sydney Montessori School in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These T&Cs will be governed by and construed in accordance with the laws of the state of New South Wales in Australia, and any disputes relating to these T&Cs will be subject to the jurisdiction of its courts.