



## Website Terms of Use

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### 1. Introduction

This document (together with the documents referred to in it) tells you the terms and conditions on which you may make use of [www.schoolfoodmatters.org](http://www.schoolfoodmatters.org) ("our site"), whether as a guest or a registered member. Please read these terms of use ("Terms") carefully before you start to use our site. By using our site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, please refrain from using our site.

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### 2. Information about us

[www.schoolfoodmatters.org](http://www.schoolfoodmatters.org) is a site operated by School Food Matters ("we" or "us").

School Food Matters is incorporated and registered in England and Wales with company number 06657048 and has its registered office and operating address at The Bridge, 7b Parkshot, London TW9 2RD, United Kingdom. We are also registered as a charity with the Charity Commission of the United Kingdom with charity number 1134094.

Our site is designed to provide information, the opportunity to obtain membership of School Food Matters, and to make donations to School Food Matters. Our campaign mission is to ensure that every child enjoys fresh sustainable food at school and understands where their food comes from.

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### 3. Accessing our site

You may access or download pages of our site for any of the following purposes: to learn more and access the latest information about our campaigns, projects and/or services, to obtain membership of School Food Matters, to contact us or to donate to us. Access and use of our site for any other purpose is strictly forbidden.

Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). Our site may be unavailable at any time or for any period.

From time to time, we may restrict access to some parts of our site, or our entire site, including to users who have registered with us and to our members.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you

must not disclose it to any third party. We reserve the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with the provisions of these Terms or if we believe the user code or password have been compromised or if we (in our sole discretion) consider that we need to do so for technical, security or other reasons.

You are responsible for making all technical arrangements necessary for you to have access to our site through the world wide web. You are also responsible for ensuring that all persons who access our site through your internet connections are aware of these Terms, and that they comply with them.

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#### **4. Intellectual property rights**

As between you and us, we are the owners or the licensees of all intellectual property rights in our site, and in the material published on it. These works are protected by copyright and by other laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal reference and you may draw the attention of others to material posted on our site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, signs, symbols, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of material (including any registered and unregistered trademarks) featured on our site must always be acknowledged.

You must not use any part of the materials on our site for commercial purposes without obtaining our prior written consent.

If you print off, copy or download any part of our site in breach of these Terms, 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.

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#### **5. Reliance on information posted**

Commentary and other information posted on our site are not intended as advice on which reliance should be placed. We make no warranties as to the quality and nutritional value of the food or recipes discussed or made available on our site, or the food safety standards that are employed by our partners or third parties mentioned on our site. We do not endorse nor make recommendations in respect of any particular brands or products identified on our site. Any named brands are given by way of example only and should not be relied upon. Any ideas presented on our site are presented as such and should be viewed as suggestions only.

Subject to the paragraph entitled “Our liability” below, we disclaim any and all liability and responsibility arising from any reliance placed by any visitor to our site, or by anyone who may be informed of any of its contents on any materials, information, opinions or ideas posted or communicated through our site, including liability for negligence.

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## **6. Our site changes regularly**

We aim to update our site regularly and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

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## **7. Our liability**

The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law we expressly exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
- any liability for any direct, indirect or consequential loss or damage incurred by any users in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to or from it and any materials posted on it, including, without limitation: any liability for loss of income or revenue; loss of business; loss of profits or contracts; loss of anticipated savings; loss of data; loss of goodwill; wasted management or office time; and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

Notwithstanding anything in these Terms, nothing affects our liability for death or personal injury arising from our negligence, our liability for fraud or for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

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## **8. Information about you**

We process information about you in accordance with our [Privacy Policy](#). By using our site you consent to such processing and you warrant that all personal details provided by you are accurate and that you are acting on your own behalf and not representing an unidentified third party.

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## **9. Donations through our site**

Donations to School Food Matters are made through our [Donations](#) page. If you would like to make a donation online you will be redirected to PayPal or you may send a cheque to our office. This site is distinct from our site and employs its own terms of use and associated policies. We have no control over the content and/or policies of or employed by PayPal and its associated sites and accept no responsibility for any loss or damage arising from your use of such site(s).

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## **10. Viruses, hacking and other offences**

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which 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 may commit a criminal offence. We may report any such breach to the relevant law enforcement authorities, and we may 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.

Subject to the paragraph entitled “Our liability” above, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any material posted on it, or on any website linked to or from it.

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## **11. Links to our site**

You may link to our site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our site must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website from which you are linking must comply with content standards that are reasonably acceptable to us. We may sever any links from sites that we do not believe are conforming to these terms of use and may damage our reputation.

If you wish to make any use of material on our site other than as set out above, please address your request to [enquiries@schoolfoodmatters.org](mailto:enquiries@schoolfoodmatters.org)

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## **12. Links from our site**

Where our site contains links or references to other sites and resources provided by third parties, these links or references are provided for your information only. No links or references to other sites and resources should be inferred to be an endorsement, approval or recommendation of any information contained therein. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

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## **13. Jurisdiction and applicable law**

These Terms are governed by English law and you submit to the exclusive jurisdiction of the English courts in connection with any matter arising from them.

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#### **14. Trademarks**

The “School Food Matters” word mark and logo are trademarks owned by us. No licence over or right to use our marks is granted to you under these Terms and none should be inferred from the site or from your permission to use the site.

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#### **15. Variations**

We may revise these Terms at any time by amending this page. Please check this page from time to time to take notice of any changes we may make to these Terms, as they are binding on you. Some provisions contained in these Terms may also be superseded by provisions or notices published elsewhere on our site.

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#### **16. Contact us**

If you wish to contact us, including if you have any questions or concerns about these Terms or any material which appears on our site, please email [enquiries@schoolfoodmatters.org](mailto:enquiries@schoolfoodmatters.org) or write to us at School Food Matters, The Bridge, 7b Parkshot, London, TW9 2RD, United Kingdom. Thank you for visiting our site.

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**Website Terms of Use Policy for School Food Matters: Updated April 2023**