



## WHEEL OF INDEPENDENCE™ Framework

### END-USER TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WHEEL OF INDEPENDENCE**

#### 1. WHAT'S IN THESE TERMS?

These terms of use (the "**terms**") tell you the rules for using the WHEEL OF INDEPENDENCE™ Framework located at <http://www.wheelofindependence.co.uk/> (the "**Service**").

#### 2. WHO WE ARE AND HOW TO CONTACT US

2.1 The Service is operated by Moor House School & College ("**We**" or "**Us**"). We are a charity registered in England and Wales under registered number 311871 and have our registered office at Moor House School & College, Mill Lane, Hurst Green, Oxted, Surrey, RH8 9AQ.

2.2 We are regulated by the Charity Commission.

2.3 To contact us, please email [woiinfo@moorhouseschool.co.uk](mailto:woiinfo@moorhouseschool.co.uk) or telephone 01883 712271.

#### 3. BY USING THE WEBSITE YOU ACCEPT THESE TERMS

By using our Service, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use the Service. We recommend that you keep a copy of these terms for future reference.

#### 4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms refer to our Privacy Policy, which also applies to the processing of some of the data about you that we collect in connection with the Service. You can find a copy of our Privacy Policy at <http://www.wheelofindependence.co.uk/>.

#### 5. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time. We will provide your employer with a copy of the new terms each time we update them. It is your employer's responsibility to ensure that you have read and understood these terms. These terms were most recently updated on 21st March 2024.

#### 6. WE MAY MAKE CHANGES TO THE WEBSITE

We reserve the right to change, modify, substitute or remove without notice any information on the Service from time to time.

#### 7. WE MAY SUSPEND OR WITHDRAW THE WEBSITE

We will endeavour to allow uninterrupted access to the Service, but access to the Service may be suspended, restricted or terminated at any time.



# The WHEEL OF INDEPENDENCE™ Framework



## 8. THE WEBSITE IS ONLY FOR USERS IN THE UK

The Service is directed at people residing in the United Kingdom. We do not represent that content available on or through the Service is appropriate for use or available in other locations.

## 9. YOU MUST KEEP YOUR ACCOUNT DETAILS AND PERSONAL DATA SAFE

9.1 On registering with us, you are issued with a user name and password which must be used in order to access certain restricted parts of the Service. The user name and password are personal to you and are not transferable, i.e. you must not give your username or password to anyone. You warrant that you will not permit any person to access or use the Platform using Your login or identification details

9.2 Your user name and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Service by anyone using your user name and password and any payments due for services accessed through the Service by anyone using your user name and password. Any breach of security of a user name and password should be notified to us immediately.

9.3 You may not adapt or circumvent the systems in place in connection with the Service, nor access the Service other than through normal operations.

## 10. HOW YOU MAY USE MATERIAL ON THE WEBSITE

10.1 The copyright in the material contained in the Service, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to Moor House School & College or the providers of such information. You are granted a limited, exclusive licence to use the Service and the material contained in the Service.

10.2 You must not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer this Service or the materials on it in whole or in part, or as a component of any other product or service; (ii) use this Service or the materials on it to create any derivative works or competitive products; (iii) allow any third parties to access, use or benefit from the Service or materials on it in any way; (iv) use any programmatic, scripted or other mechanical means to access the Service or the materials on it; or (v) download to any device including a mobile device more than two (2) chapters of a book or the narrative chapters of a looseleaf work.

10.3 WHEEL OF INDEPENDENCE™ is a trademark of Moor House School & College. Other product and company names mentioned on this Service may be the trademarks or registered trademarks of their respective owners.

10.4 You shall retain ownership of all copyright in data you submit to the Service. You grant us a world-wide, exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner, provided that such data is not personal data.

## 11. DO NOT RELY ON INFORMATION ON THIS WEBSITE

11.1 The content on the Service is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Service.

11.2 Although we make reasonable efforts to update the information on the Service, we make no representations, warranties or guarantees, whether express or implied, that the content on the Service is accurate, complete or up to date.



## 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We use reasonable endeavours to ensure that the data on the Service is accurate and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Service. We do not guarantee that the Service will be fault free and do not accept liability for any errors or omissions.
- 12.2 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Service, any liability we may have for any losses or claims arising from an inability to access the Service, or from any use of the Service or reliance on the data transmitted using the Service, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with these terms or use of the Service save where such liability cannot be excluded by law.
- 12.3 We do not give any warranty that the Service is free from viruses or anything else which may have a harmful effect on any technology.

## 13. GENERAL DISCLAIMER

- 13.1 All warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, this Service and the information and services available on it ("Service") is delivered "as is" without warranty of any kind. We do not warrant or represent that the Service (or the information, material or services supplied to us on which all or part of the Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. We shall not be liable for any loss, damage or cost resulting from any such Faults. You assume sole responsibility and entire risk as to the suitability and results obtained from use of the Service, and any decisions made or actions taken based on the information contained in or generated by the Service. You are solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall We or our third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.

## 14. DATA PROTECTION

We will only use your personal information:

- as agreed with your employer, where we act on their behalf as a data processor or
- in the very limited circumstances in which we process your personal data as an independent data controller, as set out in our Privacy Policy (a copy of which can be found at <https://www.wheelofindependence.co.uk/content/pdfs/WOI-privacy-policy.pdf>). For more information on the circumstances in which we may process your personal data as a data controller, please see our Privacy Policy.

## 15. DATA SUBMITTED BY USERS

- 15.1 We accept no liability for data supplied by any user for display on the Service and the limitations in condition 12, above, apply.
- 15.2 If you submit data on the Service you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.



# The WHEEL OF INDEPENDENCE™ Framework



- 15.3 If you submit data on the Service you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.
- 15.4 You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Service is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Service or any other technology.
- 15.5 You warrant and undertake that you have all necessary permissions and consents, in compliance with any statute, industry rules or regulatory requirements applicable to you, to access and use the Service.
- 15.6 We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Service that we consider to constitute a misuse of the Service or which is otherwise harmful to other persons.
- 15.7 You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms of this condition 15.
- 16. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**
- 16.1 We do not guarantee that the Service will be secure or free from bugs or viruses.
- 16.2 You are responsible for configuring your information technology, computer programmes and platform to access the Service. You should use your own virus protection software.
- 16.3 You must not misuse the Service 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 the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service 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 the Service will cease immediately.
- 17. RULES ABOUT LINKING TO THE WEBSITE**
- 17.1 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.
- 17.2 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.
- 17.3 You must not establish a link to the Service in any website that is not owned by you.
- 17.4 The Service must not be framed on any other site, nor may you create a link to any part of the Service other than the home page.
- 17.5 We reserve the right to withdraw linking permission without notice.
- 18. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**
- 18.1 These terms of use shall be governed by and construed in accordance with English law.



# The WHEEL OF INDEPENDENCE™ Framework



18.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.