# MyCollege Terms of Use

# PLEASE READ THESE TERMS CAREFULLY BEFORE USING THIS SITE

### What is in these terms?

These terms tell you the rules for using our website at my.chartered.college.

#### Who we are and how to contact us

Our site is operated by the Chartered College of Teaching (formally known as The College of Teachers, pending the sealing of a new Royal Charter in early 2017) and is a body established by Royal Charter and a registered charity in England and Wales under charity number 313608.

Our registered office is at Pears Pavilion, Coram Campus, 41 Brunswick Square, London, WC1N 1AZ.

We are regulated by the Charity Commission for England and Wales. To contact us, please email info@chartered.college.

By using our site you accept these terms.

By using our site, you confirm that you accept these terms of use and that you will comply with them. If you do not accept these terms, you must not use our site.

## There are other terms that may apply to you.

The following additional terms also apply to your use of our site:

Our <u>Privacy Policy</u>, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our site, you consent to such processing and you warrant that all data provided by you is accurate.

Our <u>Cookie Policy</u>, which sets out information about how we use cookies on our site. If you are a member of the Chartered College of Teaching, our Membership Conditions will apply to your membership, including your attendance at any workshops, events or conferences that you may book through our site.

#### We may make changes to these terms

We may amend these terms from time to time. Every time you use our site, you accept the terms that are in force at that time.

#### We may make changes to our site

We may update and change our site from time to time, for example to reflect how we believe we can best serve our members' needs and our priorities.

#### We may suspend or withdraw our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice if we need to suspend or withdraw any part of the site or any content in a way that we think is likely to have a significant effect on you as a member.

# Our site is only for users in the UK

Our site is directed to people living in the United Kingdom. Content that we make available on or through our site may not always be appropriate for use or available in other locations.

# You must keep your account details safe

Any code, password or other information that you use as part of the security procedures on this site is confidential and must not be shared with others.

We have the right to disable any user or member identification code or password (whether chosen by you or allocated by us) at any time if, in our reasonable opinion, you have failed to comply with these terms. If you know or suspect that anyone other than you knows your user or member identification code or password, you must promptly notify us at membership@chartered.college.

# How you may use our site

You may use our site only for lawful purposes. In particular, you may not use our site:

- in any way that is fraudulent in intent or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards;
- to send, or procure the sending of, any unsolicited or unauthorised advertising or promotional material (spam); or
- knowingly or recklessly to send or upload any data or other material that contains viruses, Trojans, worms, time-bombs, keystroke loggers, spyware, adware or any other programs or code designed to adversely affect the operation of any computer software or hardware.

You also agree not to access without authority, interfere with, damage or disrupt:

- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party via our site.

## How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright 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 use and you may draw the attention of others to content 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, video or audio sequences or any graphics separately from any accompanying text.

If you share content from our site with others, you must acknowledge our status (and/or that of any identified contributor) as the author of that content.

You must not use any part of the content on our site for commercial purposes without first obtaining a licence to do so from us or our licensors.

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

#### Information on this site is not a substitute for professional advice

The content on our site, including the content in the database of academic journals and knowledge and resource platform accessible to members in the community section of our site, is provided for general information only.

You remain personally responsible for any action that you decide to take (and any action that you decide not to take) on the basis of the content on our site. If you have any doubts, you should consider seeking your own professional or specialist advice before taking, or refraining from, any action.

The academic journals and materials in the knowledge and resource platform have not been verified or approved by us. The opinions expressed in these journals and materials are opinions of their authors and do not necessarily reflect our views.

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

# We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by other people or organisations, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

## Member-generated content is not approved by us

This site may include information and materials uploaded by members of the site, including in discussion boards or other interactive features on our site. We do not verify or approve any such information or these materials, and the views expressed by members on our site do not represent our views or values.

We are under no obligation to oversee, monitor or moderate any interactive services on our site but if you wish to complain about information or materials uploaded by another member or user, please contact us at membership@chartered.college.

## Our responsibility for loss or damage suffered by you

We provide our site for your private use, including for the development of your professional knowledge and expertise as a teacher. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising from your use of our site.

We are not liable for any loss or damage arising from any use of any interactive features on our site where that use breaches our content standards, whether the service is moderated or not.

We also exclude our liability for any action taken in response to any breach of these terms.

If defective digital content that we have supplied damages a device or digital content belonging to you, and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We do not exclude or limit in any way our liability to you where it would be unlawful for us to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

# Uploading content to our site

Whenever you contribute content to any interactive service on our site, you must comply with our content standards.

# Our content standards

You agree to comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- be accurate (where they purport to state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote or condone violence or any other illegal activity such as copyright infringement;
- promote or condone discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be intended or reasonably likely to deceive any person;
- be made in breach of any legal duty owed to another person or organisation, such as a contractual duty or a duty of confidence;

- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person; or
- give the impression that they emanate from us, if this is not the case.

You warrant that any contribution you make does comply with these standards, and you will be liable to us and indemnify us for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but by uploading it you grant us and members and other users of our site a perpetual, worldwide, non-exclusive, royalty-free, transferable licence to use, store and copy that content and to distribute and make it available to third parties.

We may disclose your identity to any person who claims that any content posted or uploaded by you to our site infringes their intellectual property rights or their right to privacy. We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with our content standards.

You are solely responsible for securing and backing up your content.

## Viruses

We are not responsible for viruses and we do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not introduce any viruses as set out under How you may use our site

## Rules about linking to our site

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.

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 to our site in any website that is not owned by you.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. The website in which you are linking must comply in all respects with our content standards.

If you wish to link to or make any use of content on our site other than that set out above, please contact membership@chartered.college

We reserve the right to withdraw any linking permission without notice.

# Breaches of these terms

We will determine, in our discretion, whether there has been a breach of these terms of use. When a breach has occurred, we may take any action as we deem appropriate, which may involve us taking all or any of the following actions (or any other action as we deem reasonably appropriate):

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

# Which country's laws apply to any disputes?

These terms of use are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction save that, if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland and, if you are resident of Scotland, you may also bring proceedings in Scotland.