

School Development Support Agency

6 Bishop Street, Leicester LE1 6AF, UK

TERMS AND CONDITIONS OF MEMBERSHIP OF THE SCHOOL IMPROVEMENT EXCHANGE AND WEBSITE USE

TERMS OF WEBSITE USE

These terms (together with the documents referred to in them) set out our terms and conditions of membership and the terms on which you may make use of our website at www.sdsa.net and/or www.schoolimprovementexchange.com (our site), whether as a guest or a registered user.

In this document we use the term “you” to refer to your school and to any individual user of our site. Use of our site includes accessing, browsing or registering to use our site.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of it. We recommend that you print a copy of this for future reference.

You must ensure that all users at your school are aware of, understand and comply with these terms.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms of use, you must not use our site.

OTHER APPLICABLE TERMS

These terms of use also refer to our Cookie Policy at www.sdsa.net/cookie-information

INFORMATION ABOUT US

Our site is operated by The School Development Support Agency (which is referred to as “we” or “us” within these terms). We are a not-for-profit company (limited by guarantee) registered in England and Wales under company number 04038050 and have our registered office at 1st Floor, Alliance House, 6 Bishop Street, Leicester LE1 6AF. Our VAT number is 110 2306 90.

CHANGES TO THESE TERMS

We may revise these terms of use at any time by amending this page.

Please check this page from time to time to take notice of any changes we make, as they are binding.

CHANGES TO OUR SITE

We may update our site from time to time and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

ACCESSING OUR SITE

The services offered by us on our site (for example, School Helpline, School Self Evaluation etc) may be provided free of charge to registered users or we may (at our sole discretion) impose a charge. The cost of any such services will be as set out on our site from time to time.

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all necessary arrangements for you to have access to our site.

REGISTRATION REQUIREMENTS

You cannot register to use our site unless you are a school registered with the Department for Education (or any successor body) and have a Department for Education registration number. Commercial organisations are not permitted to register to use the School Improvement Exchange.

We charge an annual fee for registration which is calculated with reference to the number of pupils at your school and may (at our discretion) be limited to a maximum sum. We will invoice you for your registration fee and you must pay our invoice within 30 days. The membership is non-transferable and non-refundable.

If you are joining the exchange as a cluster, group, or family of schools we may (at our sole discretion) agree a membership discount for the whole group. Please contact us for the group discount code. Any such discount shall apply for the first year only unless we agree otherwise. For group discount the cluster must have at least five member schools and one of whom must act as a lead school. The SDSA will invoice the lead school for membership of the entire group.

The per-pupil membership fee and maximum fee, are all as set out on our site from time to time. We may change them at any time at our sole discretion.

Your membership of our site lasts for one calendar year and will renew automatically on each anniversary of your registration date unless you email us before the renewal date to cancel your membership. We will invoice you and/or lead school in your cluster for your

renewal fee immediately after renewal and if the invoice is not paid within 30 days we shall be entitled to delete your user accounts and all data uploaded by your school at any time without notice to you.

YOUR SCHOOL'S USER ACCOUNTS AND PASSWORDS

When you register your school with us, you will choose a password. You will then be able to create other user accounts for your school and choose passwords for those user accounts.

You must ensure that all user details you supply to us are accurate in all respects.

You must treat all passwords for your school as confidential. You must not disclose them to any third party other than the users to whom the passwords relate.

When you create additional users for your school, you are responsible for determining those users' permissions (that is, the functions of our site that they are permitted to use) and you shall remain liable for all acts and omissions of your users.

We have the right to disable any user account at any time if, in our reasonable opinion, you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than the relevant user knows a particular password you must immediately change the password and (if the password has become known by anyone outside your school) immediately notify us.

SCHOOL-TO-SCHOOL SUPPORT

All services provided by you under our School-to-School Support facility must be delivered by members of your staff or an external trainer/consultant appointed by your school.

You must provide at least one service or event through the School-to-School Support within 6 weeks of registration and you must maintain at least one ongoing service for the duration of your membership.

You may access services from other schools at a tariff prescribed by the offering school. It is your responsibility to invoice for the services you may provide to other schools through the School to School Support section of the SIE.

We shall not be responsible for the quality or content of services offered by any schools under our School-to-School Support facility and you indemnify us for any claim against us in respect of services provided or received by you.

If you consider the services provided by any school to be of unsatisfactory quality or content, you must raise your concerns directly with the relevant school. We also encourage you to use the feedback facility on our site to rate the services provided.

In the event of any dispute between schools in respect of the quality or content of services, we may (at our sole discretion) agree to mediate.

Where we reasonably consider (whether based on other schools' feedback or otherwise) that a service provided by you is of unsatisfactory content or quality, we may (at our sole discretion) require you to improve or withdraw the service.

Member schools may group together to purchase services from another school.

SCHOOL SELF-EVALUATION

You acknowledge that our School Self-Evaluation facility provides feedback to you solely based upon the options you select. We may provide suggested actions for you to follow but you are responsible for devising and implementing any improvement plan for your school.

Any feedback provided by the School Self-Evaluation facility does not indicate whether you are a good or bad school, nor does it indicate what judgment category you will achieve at an OFSTED (or similar) inspection.

Any evidence and supporting documents you upload as part of the Self-Evaluation process are not used by our site to generate feedback and are uploaded solely for your own review.

PERFORMANCE MANAGEMENT

You acknowledge that the evaluators taking part in any Performance Management exercise offered by our site are selected by your school and any feedback given is generated from the responses of those evaluators. Accordingly we have no control over, and are not responsible for, the results of any Performance Management evaluation.

All responses given by evaluators will be visible to the person being evaluated and any other persons authorised by your school to see them.

JOB APPLICATIONS SERVICE

Our Job Applications service provides the means for you to collect and collate responses from your job applicants which will be visible only to users at your school authorised by you.

Our service is not a recruitment or job advertisement service. You are responsible for advertising your own job vacancies.

All data collected from applicants is subject to our Privacy Policy set out below.

SCHOOL-TO-SCHOOL INFORMATION SHARING

Where you make contact with another school through our site in order to seek advice, you acknowledge that we have no control over, and are not liable for, the advice given by such school.

UPLOADING CONTENT TO OUR SITE

Whenever you make use of a feature that allows you to upload content to our site (including, but not limited to, the "School Helpline" and "Members Forum" areas of our site),

or to make contact with other users of our site, you must comply with our Content Standards set out below.

You agree that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty.

Any content you upload to the non-private areas of our site (including, but not limited to, the “School Helpline” and “Members Forum” areas) will be considered non-confidential and non-proprietary. It will be visible to other users of the site and we will have the right to use, copy, distribute and disclose to third parties any such content for any purpose. Where a feature of our site allows you to mark content as sensitive or private, it will be visible only by you and by us.

We shall have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our site.

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 set out below.

You must not rely on our site as a backup facility for your own data and you must ensure that all information uploaded to our site is also held on your own computer systems in duplicate.

The views expressed by other users on our site do not represent our views or values.

INTELLECTUAL PROPERTY RIGHTS

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

NO RELIANCE ON INFORMATION

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely.

You acknowledge in particular that any information we provide to you in the “School Helpline” section of our site (or that we may from time to time provide by email or telephone) will refer to advice, guidance or information provided by third parties and does not constitute advice given by us.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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.

LIMITATION OF OUR LIABILITY

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it or downloaded from it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our site;
- loss of any data or information uploaded to our site;
- use of or reliance on any content or information displayed on or downloaded from our site; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, 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 content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

VIRUSES

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 in order to access our site. You should use your own virus protection software.

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 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 our site will cease immediately.

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.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our Content Standards set out below.

LINKING FROM OUR SITE

You must not upload anything to our site that links with any external website other than that of your school, the Department for Education or a local authority.

THIRD PARTY LINKS AND RESOURCES IN OUR SITE

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only.

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

REGULAR COMMUNICATION AND NEWSLETTERS FROM US

The SDSA might send you regular communication and newsletters to keep you updated. New entries to 'Offers and Requests' database will also trigger emails to all registered users. Through your profile settings you choose what emails you would like to receive.

CONTENT STANDARDS

These content standards apply to any and all material which you contribute to our site ("contributions"), and to any interactive services associated with it.

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

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other equality characteristics protected under UK law
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- 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.
- Give the impression that they emanate from us if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

PRIVACY POLICY

For the purpose of the Data Protection Act 1998 (the "DPA"), we are the data controller of our site.

We may collect and process information that you provide by filling in forms on our site. This includes information provided at the time of registering to use our site, posting material, requesting further services or responding to any job vacancy posted by us or a member school.

If you contact us, we may keep a record of that correspondence.

We may collect information about your computer, including, where available, your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Our website uses cookies to distinguish you from other users of our website. Please see our Cookie Policy at <http://sdsa.net/cookie-information>

The data that we collect from you will not be transferred to, or stored at, any destination outside the European Economic Area.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site and any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

We use information held about you in the following ways:

- To ensure that content from our site is presented in the most effective manner for you and for your computer.
- To allow you to participate in interactive features of our service, when you choose to do so.
- To notify you about changes to our service.

Where you have registered to use our site we may use your data to provide you with information about any of our services which may be of interest to you and we may contact you about these by post, telephone or email.

If you do not want us to use your data in this way please contact us at office@sdsa.net.

We may disclose your personal information to third parties where we are required to do so by law or the order of any Court or other body of competent jurisdiction, or as otherwise set out in these terms of use.

The DPA gives individuals the right to access information held about them. This right of access can be exercised in accordance with the DPA. Any access request may be subject to a fee of £10 to meet our costs in providing such details.

APPLICABLE LAW

These terms of use, their subject matter and the contract between us (and any non-contractual disputes or claims) are governed by English law. By using our site you agree to the exclusive jurisdiction of the courts of England and Wales.

TRADE MARKS

School Improvement Exchange is an unregistered trade mark of The School Development Support Agency.

CONTACT US

To contact us, please email office@sdsa.net.