



Website Terms of Use

These Terms of Use (together with the documents referred to in it) sets out the terms on which you, the visitor, may make use of our websites; samworthchurchacademy.co.uk and tscaacademyplus.co.uk, whether as a guest or a registered user. Use of our websites includes accessing, browsing, or registering.

Your use of our website/s constitutes your acceptance of these Terms of Use. If you do not agree to these Terms of Use, you must not use our website.

OTHER APPLICABLE TERMS

These Terms of Use refer to the following additional terms, which also apply to your use of our website:

Our Privacy Policy, 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 website, you consent to such processing and you warrant that all data provided by you is accurate; and our Cookie Policy, which sets out information about the cookies used by us on our website.

CHANGES TO THESE TERMS

We reserve the right to revise these Terms of Use at any time by amending this page. We shall reasonably attempt to notify you of any changes to these Terms of Use at the time of your first visit to our website following such changes being made, but in any event recommend that you check this page regularly. Any changes made shall have immediate effect upon being posted to this website, and your continuing use of our website constitutes your acceptance of such amended Terms of Use.

ACCESSING OUR WEBSITE

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

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.



YOUR ACCOUNT AND PASSWORD

If you use a login email address and choose a password, and/or we provide you with or you use any other piece of information, as part of our security procedures, you must treat such information as confidential and must not disclose it to any third party.

We have the right to disable any user account (including the use of any login email address and/or password on our site), whether chosen by you or allocated by us, 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 you knows your login password, you must promptly notify us at academyplus@tscacademy.org.uk.

INTELLECTUAL PROPERTY RIGHTS

This website and all content, including any software, code, designs, graphics, and/or other materials contained on or pertaining to this website are owned by or licensed to us and are protected by copyright, trademarks, patents, and/or other proprietary or intellectual property rights and/or laws (the "IP"). All of our rights pertaining to our IP (including any moral authorship or otherwise) are reserved. You are not permitted to use any of our IP except for as provided in these Terms of Use (or as otherwise specified on this website).

You must not modify any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, and/or any graphics provided on our website separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our website must always be acknowledged, and you must not remove any copyright or trademark notices from any copies of the content of this website without our prior written consent. You must not use any part of the content on our website for commercial purposes without obtaining our consent.

If you print off, copy or download any part of our website in breach of these Terms of Use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You are responsible at all times for complying with these Terms of Use and any applicable intellectual property laws which apply to our website.



LIMITATION OF LIABILITY

We only provide our website for domestic and private use, and you agree not to use our website for any commercial or business purposes without obtaining our prior written consent.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service (DDOS) attack, or other technologically harmful material that may infect or otherwise affect your computer equipment, computer programs, data, and/or other proprietary material due to your use of our website or to your accessing or downloading of any content on our website, or on any website linked to it.

We assume no responsibility for the content of websites linked on our website. 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.

We shall not be liable to you for any breach of these Terms of Use or any failure or delay in providing to you our services through this website.

UPLOADING CONTENT TO OUR WEBSITE

Any content you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and/or disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

You shall ensure that: (i) any content which you upload to, or post on, our website shall not be illegal, defamatory, or offensive; and (ii) that you have at the time of posting and shall maintain all relevant proprietary and intellectual property rights in the content which you are uploading or posting. You shall additionally ensure that you comply with our forum rules, as may be posted on our website from time to time, at all times when posting or uploading content to our website.

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 website. We have the right to remove any posting you make on our website for any reason, including where, in our opinion, your post is obscene, offensive, and/or infringes on third party intellectual property rights.

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



VIRUSES

We do not guarantee that our website 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 website. You should use your own, up-to-date virus protection software.

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs, and/or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer, or database connected to our website. You must not attack our website via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990, and we will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

LINKING TO OUR WEBSITE

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 website in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our website other than that set out above, please contact us.

THIRD PARTY LINKS AND RESOURCES IN OUR WEBSITE

Where our website 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 websites or resources. The following of any link to an external website is entirely at your own risk, and we shall not be liable for the content of such websites (see the “Limitation of Liability” section of these Terms of Use).

To the extent that this website or any content on this website is published or hosted by a third party, such third party shall not be responsible for the accuracy of such.



WAIVER

If we do not enforce any right conferred to us under these Terms of Use, such non-enforcement shall not constitute a waiver of that right.

APPLICABLE LAW AND JURISDICTION

These Terms of Use (including their formation), your use of this website, and the contents of this website shall be governed by and construed in accordance with English law and will be subject to the exclusive jurisdiction of the Courts of England & Wales.

DATA PROTECTION AND CONFIDENTIALITY

Any information you give us via this website may be added to our database and will be processed in accordance with the Data Protection Act 1998.

We will never sell, rent or otherwise provide your personally identifiable information to any third parties (excluding those trusted organisations that carry out functions or services on our behalf) unless you give us permission to do so, or we are obliged or permitted by law to disclose it or where it is necessary for the purpose of or in connection with legal proceedings or in order to exercise or defend legal rights.

All email messages sent to or from The Samworth Church Academy may be monitored to ensure compliance with internal policies and to protect our business.

Like most websites, this website may use cookies and web log files to track site usage. A cookie is a tiny data file which resides on your computer and allows us to recognise you as a user when you return to our site using the same computer or web browser.

Due to the communication standards on the Internet, when you visit our website we may automatically receive a URL of the site from which you came and the site to which you are going when you leave our site. We may also receive the Internet Protocol (IP) address of your computer (or the proxy server you use to access the World Wide Web), details of your computer systems and the type of web browser you are using, as well as the name of your ISP. The information is used to analyse overall trend to help us improve our service, but is not linked to personally identifiable information in any way.