

Alternative & Collaborative Provision Tracker

Terms and Conditions of Use

Effective Date: These Terms and Conditions are effective from 11th May 2018.

1. Definitions used in these Terms and Conditions

Authorised User – An individual user that has been set up by a Provider administrator allowing them to access all data that is tied to a Provider Account

Effective Date – The date from which these Terms and Conditions of Use are effective.

Licence Holder – A Provider that has registered and paid for an account for a defined Licence Period.

Licence Period – A period of time, defined by a start and end date, that you are allowed to use the System for based on the licence you have purchased from us. This is normally a period at least one year.

Mime Consulting Ltd (“we”, “our”, “us”) – The company (registered number 6306298) responsible for developing the Alternative & Collaborative Provision Tracker, and the owners of Alternative & Collaborative Provision Tracker.

Provider(s) – The school, college, university, training provider, local authority, academy trust or other education establishment (“you”) that has registered an account on the System. In the case of Licence Holders, this will normally be the name of the organisation on the invoice (at the address stated on the invoice).

Provider Account – The account for an overall Provider (as opposed to an individual Authorised User)

Sensitive Data – Data on individual young people that has been entered by Authorised Users on the Alternative & Collaborative Provision Tracker

System – the Alternative & Collaborative Provision Tracker

Third Party – Another organisation which is legally separate to MIME Consulting Ltd

User Account – An individual user account that is tied to a Provider Account

Website – www.cptracker.co.uk (and associated domains such as www.cptracker.com).

2. Usage of the System

By using the Website or by creating a System account, you are agreeing to be bound by the following terms and conditions (“Terms and Conditions of Use”) including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions of Use apply to all users of the site.

Please read these Terms and Conditions of Use carefully before accessing or using our Website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions of Use. If you do not agree to all the Terms and Conditions of Use, then you may not access the Website or use the System. If these Terms and Conditions of Use are considered an offer, acceptance is expressly limited to these Terms and Conditions of Use.

Any new features or tools which are added to the Website shall also be subject to the Terms and Conditions of Use. You can review the most current version of the Terms and Conditions of Use at any time by clicking on Terms and Conditions link in the footer of the website. We reserve the right to update, change or replace any part of these Terms and Conditions of Use by posting updates and/or changes to our Website. It is your responsibility to check the Terms and Conditions periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

3. Privacy

Your privacy and the protection of your data is of the utmost importance to us.

By using the System or by registering a System account, you are consenting to the use of your information as set out in this privacy statement. If you do not agree to any of the provisions of this privacy statement you should not use the Website.

For the purpose of the General Data Protection Regulation (GDPR), the data controller is Mime Consulting Ltd.

A. Information provided by you when creating an account

When you create a System account, or a System account is created for you, the following information will be asked for:

- Essential information - Your name, email address and your Provider.
- Non-essential information – You can also tell us your phone number (for assistance in us providing you with technical support) and the address details of your Provider.

B. Information we automatically store when you use the System

The following information will be securely stored from your use of the Website:

- The Internet Protocol (IP) address of the device from which you access the website from (which could be used to identify the city from which you are accessing the website)
- The time, frequency and duration of your visits to the website
- The device and operating system used to visit the website (so we can understand which technology we need to support)
- The data you enter when using the System. This includes:
 - The names and characteristics of the children at your Provider. If you provide this information this will include special categories of personal data including ethnicity, language, special educational needs and looked after status.
 - The assessments you make on your children
 - Any attachments or documents that you upload

C. How we will use this information

We will use your information in the following ways:

- To allow you to securely retrieve the information from different Internet-enabled computers via the Website
- To allow you to produce analysis reports
- For us to provide technical support to you
- To communicate information about the System to you via email
- If required to do so by law (including in response to a court order or other legal demand)
- In the event that MIME Consulting are sold outright or on a merger of our business, or in the event of our insolvency, we may transfer your information to any person or company that acquires all or substantially all of the assets or business of the System.

There are certain things we will never do with your data or data on your children:

- We will never sell information about you as an individual or as a Provider or about your children to marketing organisations without your consent
- We will never make public information about you as an individual or your children
- We will never send you or your children spam emails

D. Requesting access to the information we hold about you (Subject Access Request)

If you wish to access, amend or delete any personal data we hold about you, please contact us at privacy@mime.education.

The information we hold about the children at your Provider can be viewed via the data entry and reporting sections of the Website.

E. Requesting that we delete the information we hold about you or the children in your Provider

If you wish for us to delete the personal information we hold about you from our servers, please email us at privacy@mime.education. We will then delete your individual User Account within 30 days. However, we may need to retain some of your personal data in order to fulfil our legal obligations, or where we have a legitimate reason for doing so.

If you wish for us to remove all information we hold about your Provider and the children at your Provider, please email us at privacy@mime.education. We will only accept requests for deletion of an entire Provider's account from an admin user or from the most senior manager of the Provider.

In the event that more than one user has an individual User Account for your Provider, upon receiving a request for deletion of data for a Provider we will contact all other users by email to inform them that the account is due to be deleted, along with a timeframe for the deletion of the data. We will also contact the most senior manager of the Provider before deleting the account.

Once all users have been contacted, we will delete the Provider account, and all the linked children's characteristic and assessment data within 30 days.

Because users choose to return to the System after a period of non-use (and wish to carry on using the same data), we do not automatically delete user accounts or Provider data when trials or licences expire.

F. Cookies

In common with most websites, we use cookies to help us improve the Website and the services we provide (in particular, Google Analytics cookies). Cookies are small text files that are placed on your computer by websites that you visit. These text files can be read by these websites and help to identify you when you return to a website.

To find out how to see what cookies have been set and how to reject and delete cookies, please visit www.aboutcookies.org. To opt-out of analysis by Google Analytics on the Website and other websites, please visit tools.google.com/dlpage/gaoptout.

4. Data Protection & Security

We take security of your personal data very seriously and as such:

- Security certificates are used on the Website, similar to those employed by banks, to help prevent hacking.
- Data is held on a secure server, with multiple levels of 24/7 security.
- All our employees that have access to personal data on servers that the System data is stored on are DBS checked.
- All user passwords are encrypted.
- We adhere to a strict information security policy (available on request) to ensure compliance with data protection legislation and we are registered with the Information Commissioners Office. All employees and sub-contractors requiring access to confidential or Sensitive Data sign to confirm their acceptance of this policy.
- Where handling personal data, Mime Consulting shall abide by the terms of the General Data Protection Regulation (GDPR).

A. Backing up your data

We follow our standard backup procedures for taking periodic backups of your data. These include daily backups, and monthly backups kept for a period of 6 months.

In the event of any loss or damage to your data, we will use our best commercial efforts to restore your data lost or damaged from the latest back-up of your data we maintain in line with our standard backup procedure.

B. Retention period

Unless you have already requested that we remove your data, we will securely delete all sensitive and personally identifiable children data from the system 3 years after your Licence ends. This means that users who come back to us after a period of non-use will still have a history of their data.

Details of System users and their system usage are retained for up to 5 years for audit and analysis purposes after which they are deleted.

5. Terms of licence

If you have purchased a licence for the System, or been granted a free licence by us, we hereby grant to you, subject to these Terms and Conditions, a non-exclusive, non-transferable and non-refundable licence for the System.

The licence for the System will permit use up to an agreed amount of children or classes (confirmed via email or on the invoice). If you knowingly need to exceed this number of children, you must contact us as soon as possible, as this will affect your licence cost.

You shall not, and shall ensure that your Authorised Users shall not, store any material on the Website that is unlawful, harmful, defamatory, obscene, racially or ethnically offensive, depicts sexually explicit images, or promotes any unlawful activity.

You shall pay the fee set out on the invoice within 28 days the invoice date. If we have not received payment within 10 working days of the due date, we reserve the right to charge interest on the due amounts at the rate of 2% over the Bank of England base rate.

6. Changes to the Website and Access to the Website

A. Website Availability

The Website will normally be available 24 hours a day. However, we make no guarantees that the Website will be available for 100% of the time, as there may be periods of site maintenance or server outages that necessitate some downtime.

We reserve the right at any time to discontinue providing access to the Website, temporarily or permanently. In the case of any suspension or discontinuation we shall use all reasonable endeavours to notify registered users of such decision well in advance.

Note that it is very unlikely that we will permanently discontinue providing access to the website whilst we have active licence holders. However, if we did discontinue providing access, we will endeavour to provide at least 12 months' notice to licence holders. If this meant that a licence holder was not able to access the website within their licence period (for example if they had a multiple year licence), a proportionate reimbursement would be made to the Provider.

You hereby agree that the Mime Consulting Ltd and our subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the Website, or for any decision to suspend or discontinue the Website, or your possibility to use or access the same from or within any territory or territories.

B. Changes to the System

Features are often added to or removed from the System following feedback from our Licence Holders.

We may withdraw, or introduce, new features, products or types of account at any time and for any reason, and may change the prices charged for licences for the System. In the event of any increase in the price or material reduction in the features of any account to which you have subscribed, such change(s) will be communicated to you and will only take effect with respect to

any subsequent renewal of your licence. You will have no obligation to continue using the System following any such communication.

7. Ownership and Copyright

The System is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights, and all intellectual property rights in and to the System and related documentation shall remain with us and/or our licensors (as appropriate). You agree not to modify the System, reproduce or distribute the System except as expressly authorised herein, create derivative works of, or attempt to decipher, translate, decompile, disassemble, reverse engineer the System or otherwise attempt to derive the source code of the System or assist or encourage any third party in doing so.

8. Limitation of Liability and Indemnity

The Website is provided "as-is". We hereby disclaim all representations and warranties, express or implied, with respect to the Website, including without limitation, warranties of fitness for a particular use or purpose, merchantability and non-infringement. This does not affect any rights you may have under the Consumer Rights Act 2015 or any other relevant legislation.

Whilst we will use reasonable endeavours to correct any errors or omissions on the Website as soon as practical once they have been brought to our attention, we make no warranties that the Website will operate without interruption or be error-free. We make no representations about the suitability of the Website or about the accuracy of any content or information made accessible by the Website.

Neither we nor anyone else who has been involved in the creation, production or delivery of the Website shall be liable for any loss of revenue, profit or data, or for damages (including direct, indirect, incidental, punitive, consequential and special damages), whether in tort, contract or otherwise, arising out of the your or any third party's use or inability to use the Website (including that resulting from a temporary or permanent suspension of service). We do not exclude any liability for death or injury caused by its negligence.

Under no circumstances will we be held responsible for the outcomes of any decisions made, or any advice or guidance provided as a result of the information used on the System.

A. Indemnification

You hereby agree to indemnify, defend and hold harmless us, our successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- (i) any violation by you of these Terms and Conditions of Use; and/or.
- (ii) any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by our act or default.

9. Changes and updates to these Terms and Conditions

We may occasionally update these Terms and Conditions of Use (for example when introducing new features) and when we do so, we will revise the Effective Date shown. We will contact you by email if any changes are made. Your use of the Website means you accept the Terms and Conditions of Use that are shown on the Website at the point of use.