

## TRINITY TEACHER DIRECTORY

### TERMS OF USE

#### 1. About the Terms of Use

These Terms of Use, together with the [privacy statement for our websites](#), set out the terms on which you may make use of the Trinity Teacher Directory (the “**Directory**”) provided by Trinity College London Press Limited (“**Trinity**”, “**us**” or “**we**”), whether as a guest or as a registered user. By using the Directory and/or any of the services available through it, you agree to be legally bound by, and comply with, these Terms of Use. We recommend that you read these Terms of Use and the [privacy statement for our websites](#) carefully before you start to use the Directory and keep a paper/electronic copy for your records. If you do not accept these Terms of Use or the [privacy statement for our websites](#), please refrain from accessing or using the Directory.

We reserve the right to update these Terms of Use at any time. If we do so, we will publish the amended version here. Every time you wish to use the Directory, please check these Terms of Use to ensure you are aware of the terms that apply at the time of your use. The amended Terms of Use will take effect from the time they are first published in the Directory and, from then on, will govern the relationship between you and us in respect of your use of the Directory. If you do not agree with the amended Terms of Use, you should not continue to access or use the Directory after the time on which the amended Terms of Use are published on the Directory.

In addition to these Terms of Use, there are other terms and policies which also apply to your use of the Directory such as our Data Protection Policy and Cookie Policy. If you purchase goods or services from Trinity via the Directory webpages then separate terms and conditions of purchase may also apply. Save as expressly provided by Trinity in these Terms of Use and/or the Directory webpages, no other terms are implied by trade, custom, practice or course of dealing.

#### 2. About us

We are Trinity College London Press Limited, a private limited company registered in England and Wales (company number 09726123) whose registered office is at C/O Trinity College London, 7th Floor, Upper Ground, London, United Kingdom, SE1 9PD.

#### 3. About the Directory

The Directory has a searchable list of teachers who can be contacted through the Directory by potential students, parents or guardians of potential students or others to enquire about lessons. These teachers are not agents, partners or employees of Trinity or any of its group companies, nor have they been vetted or endorsed by Trinity. Please conduct your own checks before entering into any arrangement with a teacher. Any contractual, financial or other arrangements that are entered into with a teacher will be directly with such teacher and not with Trinity. We are not liable for any act or failure to act by any person listed on the Directory. Any enquiries or disputes with a teacher should be dealt directly with the relevant teacher.

The Directory is directed at people residing in the United Kingdom. We do not represent that content available in or through the Directory is appropriate for use or available in other locations. We also make no representations, warranties or guarantees, whether express or implied, that the content in the Directory is accurate, complete or up to date. Any of the material or content in the Directory may be out of date at any given time, and we are under no obligation to update such material.

We may update and change the Directory and any goods or services available from the Directory webpages from time to time. We do not guarantee that the Directory, or any content on it or goods or services offered through it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Directory and/or its goods or services for business, operational or regulatory reasons.

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

If you have any questions, complaints or comments concerning the Directory or if you require any support in relation to your use of the Directory, you can contact us using the following email address: [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com).

#### **4. Your use of the Directory**

The Directory is made available free of charge. You do not need to register with us in order to search for content in the Directory or to contact a listed teacher via the Directory. If you would like to contact a listed teacher via the Directory you can do this by clicking on the 'contact teacher' option on their profile, which provides you with the teacher's email address and enables you to send them an email directly using your usual email software. You must be 18 years or older in order to contact a teacher via the Directory. If you are under 18 years of age, you should ask your parent or legal guardian to email the teacher on your behalf. The teacher will have sight of the email address that you use to email them as well as any other information (including personal information) that you include in the email. Trinity will not have access to your mail address or to this information.

To create a listing or profile in the Directory or to access and/or enter certain content into the Directory, you must be at least 18 years old and must register with us and create an account. Creation of an account in the Directory is free of charge. To do so you will need to give us certain personal information requested on the registration page which we will collect and use in accordance with the [privacy statement for our websites](#). Please note that the information you provide to be uploaded to your profile, including personal information, will be available to the general public to access and use and will be considered non-proprietary and non-confidential. Please ensure that the personal information you provide when you register is correct and complete and update your account immediately with any changes to that personal information. You can access and update the information you provide to us by accessing your account in the Directory. You can also choose to pause or delete your listing at any time. Deletion of your listing does not delete your account with Trinity (which may be used to access other services offered by Trinity and its group companies). If you wish to delete your account then contact [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com). You must only register for one user account as registering for multiple accounts is not allowed. Sharing accounts is also not allowed. You may only upload one static image to your account and animated images or gifs are not allowed.

You must choose and use a set of unique log-in credentials ("**Credentials**") for the Directory. You will be required to enter your Credentials each time you wish to access your account. You must keep your Credentials confidential and secure and must not share them with any third party. You may not share your Credentials with anyone and you are responsible for all activities that are carried out under them. We do not check the identities of people using the Directory and will not be liable where your Credentials are used by someone else. You agree to notify us immediately by email to [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com) of any unauthorised use of your Credentials or account of which

you become aware or if you know or suspect that anyone other than you has come to know your Credentials. If you fail to comply with the above obligations, we will not be responsible for any losses that you suffer as a result.

Where an individual contacts you via your listing in the Directory, you are wholly responsible for your actions (and inactions) in relation to their contact with you. We recommend that you ensure that the individual contacting you via the Directory is 18 years or older. Should you discover that the individual who has contacted you is under 18 years of age, we strongly recommend that you request such individual to ask their parent or legal guardian to contact you on their behalf instead.

The Directory, its content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in the United Kingdom (the “**Permitted Territory**”). By continuing to access, view or make use of the Directory and any related content and services, you hereby warrant and represent to us that you are located in the Permitted Territory. If you are not located in the Permitted Territory, you must immediately discontinue use of the Directory and any related content and services.

Whether or not you have an account, you agree that you will use the Directory only for lawful purposes, will comply with the content standards set out in section 11 of these Terms of Use and that you will not:

- a) use the content, information, material, software or other item or service available in the Directory for any illegal purpose or for any other purpose except as permitted by these Terms of Use or in any notice contained within any content, information, material, software or other item;
- b) use the Directory for the posting, storage or transmission of any unlawful, fraudulent, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, racially, ethnically or otherwise objectionable material of any kind;
- c) transmit or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- d) copy, modify or create derivative works or improvements of the Directory;
- e) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to gain access to the source code of the Directory or access the Directory with the intention of obtaining information regarding the means of operation of the Directory for the purpose of developing a product or service which competes with the Directory;
- f) rent, lease, lend, sell, sub-license, assign or transfer the Directory to any person;
- g) use the Directory to provide services to third parties;
- h) access, develop, supply or market all or any part of the Directory in order to build a product or service which replicates, competes with or is substantially similar to the Directory;
- i) intentionally bypass or breach any security device or protection used by the Directory (including by intentionally attempting to access the Directory by means other than use of the access Credentials);
- j) insert into or include in the Directory, any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on hardware, program files, data or other information, executable code or application software macros, including, without limitation, computer programs commonly referred to as worms, trojan horses, time or logic bombs, and disabling codes or routines;
- k) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices in the Directory;
- l) intentionally damage or disrupt the Directory in any way;

- m) attempt to gain unauthorised access to the Directory, the server on which the Directory is stored or any server, computer or database connected to the Directory;
- n) attack the Directory via a denial-of-service attack or a distributed denial-of service attack; or
- o) create a false account in the Directory.

In addition, you will not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the Directory or any services provided via, or in relation to, the Directory. This includes using (or permitting, authorising or attempting the use of): (a) any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Directory or any data, content, information or services accessed via the same; and (b) any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations. The provisions in this paragraph should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790) and equivalent legislation under UK law. This paragraph shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

If you become aware of any activity that might fall into the above categories then you must promptly notify us.

We have the right to disable your Credentials and/or account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use. Where such failure to comply with the Terms of Use amounts to a criminal offence under the Computer Misuse Act 1990 or other applicable legislation, 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 Directory will cease immediately.

## **5. Your use of content in the Directory**

Except where we explicitly permit you to do so in these Terms of Use or in any notice contained within any content, information, material, software or other item, you may not duplicate, copy, reproduce, sub-license, republish, distribute, transmit, display or make available, alter, adapt, interfere with, create derivative works from, or paste to any other application or webpage, by any means or in any manner, any content provided or made available on or through the Directory, or do anything else with such content (other than download copies of information and materials for your own personal use in relation to your search for a teacher or any Trinity qualifications you are taking, administering or that you propose to take or administer). You may print off one copy, and may download extracts, of any page(s) from the Directory for your personal use and you may draw the attention of others within your organisation to content posted in the Directory.

We are the owner or the licensee of all intellectual property rights in the Directory, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. As set out in section 6, you retain all of your ownership rights in the content you upload to the Directory. You agree and acknowledge that you will not acquire any additional ownership rights or licence in the content in the Directory.

You acknowledge that modification of any content or use of any content for any purpose not expressly permitted by these Terms of Use may breach our and others' copyright, privacy and other proprietary rights.

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.

Our status (and that of any identified contributors) as the authors of content in the Directory must always be acknowledged.

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

If you print off, copy, download, share or repost any part of the Directory in breach of these Terms of Use, your right to use the Directory will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

The Trinity name and logo (and those of any of its group companies) are registered trademarks of Trinity (or of its relevant group company). You are not permitted to use them without our approval, unless they are part of material you are using as permitted in this section 5.

## **6. Uploading content to the Directory**

Whenever you make use of a feature that allows you to upload content to the Directory, or to make contact with other users of the Directory, you must comply with section 4, the content standards in section 11 and other requirements set out in these Terms of Use. By using the Directory, you warrant that any such contribution does comply with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of that warranty.

Any content you upload to the Directory, including personal data that you add to your account profile, will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of the Directory a limited licence to use, store and copy that content and to distribute and make it available to third parties. When you upload or post content to the Directory, you grant us the following rights to use that content:

- a) a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the Directory and across different media, including to promote the Directory or any goods or services offered through the Directory, to expire when you delete such content from the Directory;
- b) a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes or in accordance with the functionality of the Directory forever.

We have the right to remove any content you upload to the Directory or to prevent such upload from being published, or suspend or terminate your account, if, in our opinion, such content does not comply with the content standards set out in section 4, section 11 and the other provision of these Terms of Use. We also have the right to disclose your identity to any third party who claims that any content posted or uploaded by you to the Directory constitutes a violation of their intellectual property rights, or of their right to privacy.

You are solely responsible for securing and backing up your content. We do not guarantee that the Directory will be secure or free from bugs or viruses and we are not responsible for any loss of your content from the Directory.

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

## **7. Rules about linking to the Directory**

You may link to the home page of the Directory or your profile within the Directory, 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 the Directory in any website that is not owned by you. The Directory must not be framed on any other site, nor may you create a link to any part of the Directory other than the home page or your profile within the Directory. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out section 11 and with section 4. If you wish to link to or make any use of content in the Directory other than that set out above, please contact [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com).

## **8. Linked websites**

Where the Directory contains links to other websites and resources provided by third parties, these links are for information only. We have no control over the contents of those websites or resources and we do not endorse and are not responsible for their contents or their privacy practices. We shall not be responsible or liable for any loss or damages caused by use of or reliance on any content, goods or services available on such websites.

## **9. Third party content and software**

Where content, information, software, and any other material or services are supplied by third parties including by registered users, you acknowledge and agree that we cannot control and do not purport to endorse such content, software or services in any way.

All third party content, software or services that are made available through the Directory are offered in good faith but we do not (to the extent permitted by applicable law) accept any responsibility for the accuracy, reliability, timeliness, legality or otherwise of such content, software or other material or services (whether published on or offline) or for the use, download and/or installation of such content, software, or other material or services.

This Directory may include information and materials uploaded by other users of the Directory, including to their profile. This information and these materials have not been verified or approved by us. The views expressed by other users of the Directory do not represent our views or values. If you wish to complain or express any concern about content uploaded by other users, please contact us on [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com).

## **10. Liability**

Nothing in these Terms of Use excludes or limits the liability of either Trinity to you or of you to Trinity for fraud, death or personal injury arising out of negligence or any other liability that cannot be excluded or limited by law.

Subject to the next paragraph and excluding any liability under the previous paragraph, Trinity shall have no liability, whether in tort (including for negligence), breach of statutory duty, contract, misrepresentation (whether innocent or negligent), restitution or otherwise, for:

- a) any loss of profits, revenue, loss of business opportunities, loss of savings, depletion of goodwill and/or similar losses, or pure economic loss or any loss or corruption of data (excluding any personal data) or information (regardless of whether these types of loss or damage are direct, indirect or consequential); or
- b) any special, indirect or consequential loss or damage whatsoever,

in each case however arising under or in connection with these Terms of Use and even where the parties were aware of the possibility that such loss or damage might be incurred.

Subject to the preceding two paragraphs, Trinity's total aggregate liability arising under or in relation to these Terms of Use, including liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including negligence) and breach of statutory duty shall not exceed £2,000.

To the maximum extent permitted under applicable law, we exclude all express or implied conditions, warranties, representations or endorsements whatsoever with regard to any content, information, material, software or other items or services provided through the Directory including those as to availability, quality, timeliness, performance, or fitness for a particular purpose.

We shall not be liable for any loss or damage resulting from the illegal, incorrect or inappropriate use of any content, information, material, software or other item by you or anyone else whilst the content is in your possession.

You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use, and is compatible with the Directory. We do not guarantee or make any warranty that the Directory or its servers are free from viruses, worms, time-bombs, keystroke loggers, cancelbots, "Trojan Horses" or anything else that has contaminating or destructive properties. We shall not be liable for any damage to, or viruses that may infect your computer equipment or other property following your access to, use of, the Directory or accessing of any content, information, material, software or other item or service. You are responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy your particular requirements for the accuracy of data input and output.

You shall compensate us in full in respect of any losses, liabilities, damages, expenses or costs (including legal fees and expenses), that we may suffer and which arise from or in connection with any third party claim, suit or proceeding brought against us which arises out of, results from or is related to any breach by you of these Terms of Use.

## **11. Content standards**

The following restrictions apply to all content uploaded to the Directory by a user. You must not:

- a) upload inappropriate content to the Directory, including offensive, inappropriate, abusive, illegal, pornographic, terrorist, defamatory or libellous content, content that breaches a third party's intellectual property rights, content that might be harmful to minors, content that incites the general public to violence or hatred or to commit a terrorism offence;
- b) upload your or any other party's confidential information, including personal telephone numbers, emails and postal address;
- c) upload content that is racist, ageist, sexist, xenophobic or intolerant of other people's culture, beliefs or differential abilities;
- d) upload content that is inaccurate or out-of-date; or
- e) post a link to an external website that is offensive, inappropriate or illegal or contains content that is prohibited under sections 11.a), b), c) and d) above.

To help you to stay safe online, you should not post detailed information about yourself on your profile, such as your home address, email address or your mobile number. Instead, you could specify a region or town and you must use the option for users to contact you only via the Directory. Where users contact you via the Directory they will have sight of the email address that you have provided to us in relation to your listing.

We retain the right to review and check all content that you upload to the Directory prior to such content being published in the Directory, as well as on an ongoing basis, and will take appropriate action in accordance with these Terms of Use where such content does not meet the content standards set out in this section 11 and the other provisions of these Terms of Use. We may notify you where we take such action in relation to your content or account. You may choose to raise an objection to such action in accordance with Trinity's complaint's procedure as set out at <https://www.trinitycollege.com/about-us/policies>.

## **12. Reporting inappropriate content**

If you are concerned about or wish to report any content in the Directory or any user account, please email [teacherdirectory@trinitycollege.com](mailto:teacherdirectory@trinitycollege.com). We will investigate your concerns and will take appropriate action in accordance with these Terms of Use, which may include removing such content, suspending or terminating user accounts and reporting the matter to the relevant law enforcement authorities.

## **13. General**

Neither party will be liable for any failure to perform any obligation owed to the other due to reasons beyond its reasonable control, for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure.

Save as otherwise expressly stated, these Terms of Use and the [privacy statement for our websites](#) contain the entire agreement between you and us relating to your use of the Directory and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between you and us. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these Terms of Use. Nothing in this provision shall limit or exclude any liability for fraud.

In the event that any provision of these Terms of Use is held to be illegal, invalid or unenforceable, such provision will be severed and the remainder of these Terms of Use shall continue in full force and effect.

If you breach these Terms of Use and we take no action against you, we will still be entitled to enforce our rights against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms of Use.

English is the only language offered for the conclusion of this contract.

We reserve the right to assign or sub-contract any or all of our rights and obligations under these Terms of Use. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. These Terms of Use are personal to you and entered into by you for your own benefit and not for the benefit of any third party.

These Terms of Use are governed by and are to be construed in accordance with English law. This means that any dispute or claim arising out of or in connection with them will be governed by English law. You and we both agree to the exclusive jurisdiction of the courts of England and Wales.



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