

Terms of Use – Websites

June 2021

APPROVED

Our Strategic objectives relating to young people with high learning potential, their parents and carers, and their schools:

- *Empowering Young People*
- *Empowering Parents*
- *Creating a Community*
- *Advocating for Needs and Rights*
- *Strengthening our sustainability and effectiveness*

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1. Overview / Purpose

This policy protects the intellectual property of Potential Plus UK by protecting the names, data content and use of its websites with copyright and usage guidance.

2. Scope

This policy is available to all users of Potential Plus UK's websites.

3. Definitions

Potential Plus UK is the trading name of the National Association for Gifted Children and is the owner of www.potentialplusuk.org and <https://community.potentialplusuk.org> (Websites). The registered office of Potential Plus UK is The Open University, Vaughan Harley Building Ground Floor, Walton Hall, Milton Keynes MK7 6AA.

The National Association for Gifted Children is a registered charity 313182 and a registered company 905037.

you in this document refers to the user or viewer of Potential Plus UK's Websites.

4. Policy

4.1 Usage and Copyright

The two websites, www.potentialplusuk.org and <https://community.potentialplusuk.org>, and their content are copyright of Potential Plus UK. ©National Association for Gifted Children trading as Potential Plus UK. All rights reserved.

4.2 Website disclaimer

The information is provided by Potential Plus UK and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to these Websites or the information, products, services, or related graphics contained on the Websites for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of these Websites.

Through these Websites you are able to link to other websites which are not under the control of Potential Plus UK. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

Every effort is made to keep the Websites up and running smoothly. However, we take no responsibility for, and will not be liable for, the websites being temporarily unavailable due to technical issues beyond our control.

4.3 Website Usage

If you continue to browse and use these Websites, you are agreeing to comply with and be bound by these Terms of Use, which together with our Privacy Policy govern Potential Plus UK's relationship with you in relation to these Websites. If you disagree with any part of these Terms of Use, please do not use our Websites.

The use of these Websites is subject to the following terms of use:

- The content of the pages of these Websites is for your general information and use only. It is subject to change without notice.

These Websites uses cookies to monitor browsing preferences.

With reference to <https://community.potentialplusuk.org> and the application for membership, if you do allow cookies to be used, the following personal information may be stored by us for our use:

- name and (for School Membership) school role
- contact information including email address
- demographic information such as postcode, preferences and interests
- other information relevant to service user surveys and/or offers

Further information on the Cookies we use and the data we collect can be found in our Cookie Policy and our Privacy Policy.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on these Websites for any particular purpose. You acknowledge that from time to time such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on these Websites is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through these Websites meet your specific requirements.

These Websites contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions. All trademarks reproduced in these Websites which are not the property of, or licensed to, the operator are acknowledged on the Websites.

Unauthorised use of these Websites may give rise to a claim for damages and/or be a criminal offence.

From time to time these Websites may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Your use of these Websites and any dispute arising out of such use of the Websites is subject to the laws of England, Northern Ireland, Scotland and Wales.

4.4 Application for Membership

The information given on the registration form will provide the basis of your membership of Potential Plus UK and you agree that all the information supplied is a true and accurate reflection of you, your family or your school.

Upon registration, your membership will be approved dependent on the member type:

- Family memberships (e.g. Family Plus, Family Essentials and Associate Family members) are all approved automatically on payment of the subscription or the entry and checking of a relevant access code.
- School Members are approved upon receipt of payment of invoice.
- Renewal email reminders are sent out before and after membership expiry.

In accordance with our Memorandum and Articles of Association, all member types can renew within 4 months of expiry of membership. After that you must join afresh.

4.5 Membership of Potential Plus UK

Members are reminded that it is your responsibility to maintain your family or school profile to ensure we hold the most up-to-date information. Failure to do so may result in the charity not being able to make contact with you to share important information, relevant updates and your membership lapsing as a result.

4.6 Potential Plus UK Online Community

Potential Plus UK reserves the right to suspend or remove Online Community access from any users who are deemed, in Potential Plus UK's sole opinion, to have utilised the platform:

- to treat any other person(s) unfairly;
- to treat any other person(s) without respect; and/or
- in a manner which could risk bringing Potential Plus UK into disrepute.

Information on the rules of use of the online community and the action that would be taken by Potential Plus UK can be viewed within each Community Group.

4.7 Sharing images

It is the sole responsibility of the member to share only those images that they have a right to share in the Online Community. The sharing of images does not give Potential Plus UK or any member the right to share an image further, within or outside the Online Community or use this image for any commercial or non-commercial purpose, without gaining the written permission of the person who holds its copyright.

4.8 Data

Potential Plus UK will hold and process data on you for purposes connected with your membership. This data will be held electronically. As a member of the Potential Plus UK you hereby consent to the charity holding and processing this data during your membership.

Our Privacy Policy details how Potential Plus UK complies with its obligations under GDPR.

Upon termination of your membership with the Potential Plus UK, your data will be held securely within the charity's database as set out in our Records Retention and Data Protection Policy.

Our policies are published on our website at www.potentialplusuk.org.

5. Monitoring and Reporting

Not applicable.

6. Training

Not applicable.

7. Roles and Responsibilities

Not applicable.

8. Related Standards, Policies and Processes

List with links all relevant standards, policies or processes where applicable.

- Potential Plus UK Cookie Policy
- Potential Plus UK Privacy Policy
- Potential Plus UK Records Retention and Data Protection Policy

9. Revision History

List all changes made to the document including version number, date approved etc. using the below table.

Version:	Date Approved:	Approved by:	Owner:	Author:	Summary of Change:	Review Date:
20241228	28/12/2024	R Jones Chair of trustees	Board of trustees	S Ramsden CEO	Converted to standard policy format	01/06/2024
20210601	01/06/2021	Chair of trustees	Board of trustees	S Ramsden	Original	01/06/2024