

Association of Christian Teachers (ACT)

www.christians-in-education.org.uk

Website Terms and Conditions of Use

(Originally posted: 1 August 2006 / Last updated: 1 March 2009)

ATTENTION: these **Terms and Conditions** apply to the entire contents of this website under the domain name www.christians-in-education.org.uk

Please read them carefully before using the website. Using this website indicates that you accept these **Terms and Conditions**. If you do not accept these **Terms and Conditions**, do not use the website.

1 INTRODUCTION

- 1.1 You may access some areas of this website without being a member of ACT.
- 1.2 By accessing any part of this website, you shall be deemed to have accepted these **Terms and Conditions** in full. If you do not accept these **Terms and Conditions** in full, you must leave this website immediately.
- 1.3 ACT may revise these **Terms and Conditions** at any time by updating this posting. You should check this website from time to time to review the current **Terms and Conditions**, because they are binding on you.
- 1.4 These **Terms and Conditions** are issued by the Association of Christian Teachers (registered company no: 2056400) (registered charity no: 295328) whose registered office is at: 94a London Road, St Albans, Hertfordshire AL1 1NX.

2 USE OF MATERIAL APPEARING ON THE ACT WEBSITE

- 2.1 The ACT website, its design, layout, look, appearance and graphics is the exclusive property of ACT.
- 2.2 Unless otherwise stated, the copyright and other intellectual property rights in all material on this website are owned by ACT. This includes all text, graphics, images, photographs, video and sound material.
- 2.3 You may copy, download or print extracts of material found on the ACT website for personal use only. You may also make copies of downloaded and printed extracts for personal use. You are not allowed to copy, download or print material, or extracts thereof, in a systematic or regular manner so as to create a database in electronic or paper form comprising all or part of the material appearing on the ACT website. You are not allowed to sell or exchange material on the ACT website, whether for financial or pecuniary gain, because it is not your property. Nor may you give away any material found on the ACT website because, at all times, it remains the property of ACT.

- 2.4 If you would like to republish an article found on this website, you should first obtain written permission from ACT. Permission for republication is at the discretion of ACT but may be granted on the understanding that the item is: (a) faithfully reproduced in an unedited form; (b) is credited to ACT and the relevant author; and (c) not used in such a way that it contradicts or undermines the calling and ministry of ACT or the Christian Church.
- 2.5 If any article from this website is republished in a paper format a copy of the publication (e.g. newspaper, magazine, journal, etc.) in which it appears should be sent, free of charge, to the ACT Office. Likewise, if any article from this website is republished in an electronic non-web-based form (e.g. on CD, CD ROM, DVD, VHS video, etc.) a copy of the resource featuring this item should be sent, free of charge, to the ACT Office. Alternatively, if any article from this website is republished on another website a link to this material should be emailed to the ACT Office.
- 2.6 It is a breach of copyright to use photographic images found on any part of the ACT website without gaining prior permission. If you would like to use an image found on this website, please contact the ACT Office for further details.
- 2.7 If you breach any of these **Terms and Conditions** your permission to use this website and any extracts of material from it terminates and you must immediately destroy any downloaded or printed extracts from this website.

3 VISITOR MATERIAL AND CONDUCT

- 3.1 Other than personally identifiable information which is covered by ACT's **Privacy Policy** and **Electronic Transactions Security Policy**, any material you transmit or post to this website shall be considered non-confidential and non-proprietary. ACT shall have no obligations with respect to such material, and it shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any purpose.
- 3.2 You are prohibited from posting or transmitting to this website any material:
- (i) that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial and/or religious hatred, discriminatory, blasphemous, in breach of confidence, in breach of privacy, contradictory or undermining to the calling and ministry of ACT or the Christian Church, or which otherwise may cause annoyance or inconvenience; or
 - (ii) for which you have not obtained all necessary licences and/or approvals; or
 - (iii) which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law or infringe the rights of any third party, in the UK or abroad; or
 - (iv) which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data).
- 3.3 You may not misuse the website (including, without limitation, by hacking).

3.4 ACT will fully co-operate with any law enforcement authorities or court order requesting or directing ACT to disclose the identity and/or location of anyone posting any material in breach of conditions 3.2 or 3.3 above.

4 LINKS TO THIS WEBSITE

4.1 If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, the home page of this website, and subject to the following conditions:

- (i) you do not remove, distort, otherwise alter the size or appearance of the ACT logo;
- (ii) you do not create a frame or any other browser or border environment around this website;
- (iii) you do not in any way imply that ACT is endorsing anything other than its own operations;
- (iv) you do not misrepresent your relationship with ACT nor present any other false information about ACT;
- (v) you do not otherwise use the ACT name and logo without express written permission from ACT;
- (vi) you do not link from a website that is not owned by you;
- (vii) your website does not contain content that is distasteful, offensive or controversial, or which infringes any intellectual property rights or other rights of any person or which otherwise does not comply with all applicable laws and regulations.

4.2 ACT expressly reserves the right to revoke the permission granted in condition 4.1 if you breach the terms set out therein, and to take any action in respect of such breach as it deems appropriate.

4.3 You agree to compensate ACT for any loss or damage suffered by ACT as a result of your breach of the terms of condition 4.1.

5 INFORMATION MANAGEMENT AND SECURITY

5.1 If you wish to contact ACT, join ACT or renew your membership of ACT, you may do so online through the ACT website.

5.2 ACT will use any personal data collected during your use of the ACT website in accordance with ACT's **Privacy Policy** and **Electronic Transactions Security Policy**.

5.3 In accordance with ACT's **Privacy Policy** and **Electronic Transactions Security Policy**, when ACT asks you to submit financial information, when ACT asks you to submit financial information, such as your credit card or debit card number, for example in order to join ACT or renew your membership, ACT uses industry standard technology for secure commercial transactions. This encrypts data, including your credit/debit card number. ACT will not be liable for any unauthorised transactions made using your personal or financial details. Most banks or credit/debit card providers either cover all charges resulting from such unauthorised use or limit your liability to a maximum amount. Refer to your

credit/debit card agreement to check your coverage for liability. You are also advised to check your coverage for liability for unauthorised use of other cards such as store cards.

- 5.4 Your dealings with any third parties via the ACT website, in particular advertisers and/or merchants, and any terms or conditions agreed with, or representations given by, such third parties, are solely between you and such third parties, including in relation to protection and security of your personal data or financial details. You agree that ACT is not liable for such dealings.

6 DISCLAIMER OF LIABILITY

- 6.1 By entering the ACT website you agree that under no circumstance will ACT or its agents, officers or employees be held liable or responsible for: any content contained on or omitted from the ACT website; any person's reliance on any such content, whether or not the content is complete, current or correct; any viruses or defects that may be found to exist on the ACT website.

- 6.2 All information found on the ACT website is intended for guidance only. ACT will not be liable or responsible for any damage or loss caused as a result of your doing, or not doing, anything as a result of reading, viewing or listening to any material, or any part of it, on the ACT website.

- 6.3 ACT is not liable or responsible for any inaccuracies, errors (including typographical errors) or omissions, or for the results obtained from the use of the ACT website or its content. All content and any of the services included in, advertised on, or available through the ACT website are provided "as is" and "as available", with absolutely no guarantee of completeness, accuracy (either when posted or with the passage of time), timeliness or of the results obtained therefrom, and excluding, to the maximum extent permitted by law, all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which, but for these **Terms and Conditions**, might have effect in relation to this website.

- 6.4 The ACT website and the products and events described therein are subject to change without notice.

- 6.5 The views expressed on the ACT website do not necessarily reflect the views of ACT. All content, and any advice received via the ACT website, is not intended, and should not be relied upon, for any personal, professional, legal, or religious decisions you may wish to make. Instead you should consult an appropriate professional in order to obtain specific advice tailored to your situation.

- 6.6 Material on the ACT website may be susceptible to data corruption, interception and unauthorised amendment for which ACT does not accept liability or responsibility. ACT does not accept liability or responsibility for the presence of any computer viruses contained in any material on the ACT website, whether it is read, viewed, listened to, copied, downloaded, printed or accessed in any other way. ACT does not accept liability or

responsibility for any losses caused as a result of any computer viruses contained in any material on the ACT website.

- 6.7 Advertisements (including banner adverts and pop-ups) featured on the ACT website do not imply endorsement of goods and services advertised. ACT will not be liable or responsible for goods and services advertised. Nor will ACT be liable or responsible for any damage to your computer equipment, software, data or other property as the result of your viewing, or responding to, advertisements (including banner adverts and pop-ups) featured on the ACT website.
- 6.8 The ACT website contains links to other websites. ACT does not accept liability or responsibility for the content of websites which are not under its control.
- 6.9 ACT does not guarantee that the ACT website will be compatible with all hardware and software that may be used by visitors to the site. ACT will not be held liable or responsible for any damage to your computer equipment, software, data or other property as the result of your access to, use of, or browsing of any material on the ACT website.
- 6.10 If your use of material on this website results in the need for servicing, repair or correction of equipment, software or data, you shall be responsible for all costs thereof.
- 6.11 Nothing in these **Terms and Conditions** shall exclude any liability of ACT which cannot be excluded or limited under applicable law.
- 6.12 Subject to condition 6.11 you enter the ACT website entirely at your own risk and if you are dissatisfied with any portion of the ACT website, or with any of these **Terms and Conditions** of use, your sole and exclusive remedy is to discontinue using the ACT website.

7 PROVISION OF SERVICE

- 7.1 ACT makes no guarantee that the ACT website will be secure, continuously accessible – without interruption or delay – and completely error free 100% of the time. ACT accepts no liability or responsibility for any breaches of security, interruptions or delays, or errors which you might experience on the ACT website.
- 7.2 ACT's **Refund Policy** provides information relating to terms and conditions for the supply of goods and services through the ACT website.

8 JURISDICTION

- 8.1 These **Terms and Conditions** shall be governed by and construed in accordance with English law, and disputes arising in connection with these **Terms and Conditions** shall be subject to the exclusive jurisdiction of the English courts.

Association of Christian Teachers (ACT)

www.christians-in-education.org.uk

Privacy Policy

(Originally posted: 1 August 2006 / Last updated: 1 March 2009)

1 PROCEDURES FOR DATA COLLECTION

- 1.1 The Association of Christian Teachers (ACT) takes your privacy seriously. When using your information we follow the procedures set out in this **Privacy Policy** and in ACT's **Electronic Transactions Security Policy**.
- 1.2 By using this site to give us your information you accept the terms of and consent to us using your information in accordance with this **Privacy Policy**. We will notify you of any changes to this policy by posting them on the site.
- 1.3 If you contact us with a general enquiry, or to offer a gift or donation to ACT, or to purchase a product we will collect information about you including your name, contact details and, if we require payment, your credit or debit card information. We will use this information to deal with your enquiries, supply the goods or services you have requested, bill you and contact you where necessary about your order or enquiry.
- 1.4 If you apply for ACT membership, we may also collect information about your place of work and professional responsibilities, as well as your religious beliefs and place of worship. These sensitive details will be used: (a) to help establish your eligibility to become an ACT member; (b) to target information to specific groups of ACT members, e.g. classroom assistants working in primary schools; (c) to monitor equal opportunities provision within ACT; (d) for other legitimate activities.

2 INFORMATION MANAGEMENT AND SECURITY

- 2.1 None, some or all of the information you provide may be held on a database in the UK (United Kingdom of Great Britain and Northern Ireland) and may be accessed by our staff and by those who provide support services to us, subject to procedures set out in ACT's **Electronic Transactions Security Policy**. We may also share the information you provide with third parties where necessary to provide services to you, process payments or fulfil or deliver orders, but we will *not* share your information with any third party for marketing purposes.
- 2.2 We do our best to ensure that all information held relating to you is kept up-to-date, accurate and complete. However we also rely on you to notify us if your information requires updating or deleting. We will respond to requests from you to update or delete your information in an efficient and timely manner.
- 2.3 If you are a member we will send you regular newsletters, magazines, information on conferences, retreats and other activities and updates on projects supported by us by either email or post.

2.4 We employ security measures to protect your information from access by unauthorised persons and against unlawful processing, accidental loss, destruction and damage. We will retain your information for a reasonable period or as long as the law requires.

3 COOKIES

3.1 Our system will issue cookies to your computer when you log on to the site.

3.2 Cookies are small amounts of information regarding your browsing habits which we store on your computer. Cookies make it easier for you to log on to and use a website when you return to it at a later date. Cookies also allow websites to monitor incoming traffic.

3.3 Most web browsers automatically accept cookies, but if you prefer you may be able to modify your browser settings to decline all cookies, or to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis. If you choose to decline cookies, however, this may hinder the performance of the website. For specific details about how to configure your browser you should refer to its supplier or manufacturer.

4 DATA PROTECTION ACT

4.1 The ACT Office Manager is the Association's Data Protection Officer.

4.2 You are entitled to receive a copy of your personal data and we are entitled to charge you an administration fee of £25 for this service. You may ask us to make any necessary changes to ensure that it is accurate and kept up-to-date. All comments, queries and requests relating to our use of your information are welcomed and should be addressed to the Data Protection Officer at: ACT, 94a London Road, St Albans, Hertfordshire AL1 1NX or email: act@christians-in-education.org.uk

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Refund Policy: Terms and Conditions for the Supply of Goods and Services through the ACT Website

(Originally posted: 1 August 2006 / Last updated: 1 March 2009)

1 OUR CONTRACT

- 1.1 We must receive payment of whole of the price for the goods that you order before your order can be accepted. Once payment has been received by us we will confirm that your order has been accepted by sending an email to you at the email address you provide on your order form. Our acceptance of your order brings in to existence a legally binding contract between us.

2 PRICE

- 2.1 The price payable for the goods that you order is as set out in our website.
- 2.2 You will be required to pay extra for delivery and it might not be possible for us to deliver to some locations. Our delivery charges are also set out on our website.
- 2.3 Prices, offers and products are subject to availability and may change before (but not after) we accept your order.

3 LEGAL CANCELLATION RIGHTS

- 3.1 Every effort has been made to ensure that the descriptions of goods and prices are correct. However some goods (e.g. ACT mugs) may vary slightly in colour and appearance – but not in quality – from the photographs on our website.
- 3.2 You have the right, by law, to cancel your order with us within 7 working days of receiving the goods.
- 3.3 In the case of membership subscriptions and donations, you have the right, by law, to cancel your order with us within 7 working days of making payment for a membership subscription or donation.
- 3.4 You may cancel your order by informing us by email (act@christians-in-education.org.uk) and returning the goods to us unused and in their own original packaging. We recommend that you use a secure method of posting.
- 3.5 Shipping charges are non-refundable.

4 REFUNDS ON GOOD PURCHASED

- 4.1 Once you have notified us that you are returning the goods the cost of the goods will be re-credited to your account as soon as possible and in any event within 30 days of your order provided that the goods in question are returned by you and received by us in the condition they were in when delivered to you. If you do not return the goods delivered to you or you do not pay the cost of returning them we shall be entitled to deduct the direct costs of recovering the goods from the amount to be re-credited to you.

5 CANCELLATION BY US

- 5.1 We reserve the right to cancel the contract between us if:
- 5.1.1 we have insufficient stock to deliver the goods you have ordered; and/or
 - 5.1.2 we do not deliver to your area; and/or
 - 5.1.3 one or more of the goods you ordered was listed at an incorrect price due to a typographical error or an error in the pricing information received by us from our suppliers.
- 5.2 If we do cancel your contract we will notify you by email and will re-credit your account any sum deducted by us from your credit/debit card as soon as possible but in any event within 30 days of your order. We will not be obliged to offer any additional compensation for disappointment suffered.

6 DELIVERY OF GOODS TO YOU

- 6.1 We will deliver the goods ordered by you to the address you give us for delivery at the time you make your order.
- 6.2 Delivery will be made as soon as possible after your order is accepted and in any event within 30 days of your order. We can only deliver goods during office hours Monday to Friday. We are unable to specify a time for delivery.
- 6.3 You will become responsible for the goods you have ordered when they have been delivered to you. Once goods have been delivered to you they will be held at your own risk and we will not be liable for their loss or destruction.

7 LIABILITY

- 7.1 If you do not receive goods ordered by you within 30 days of our acceptance of your order you must notify us.
- 7.2 If you receive goods that are damaged or faulty you should not use them and contact us as soon as possible.
- 7.3 If you notify a problem to us under these ***Terms and Conditions*** our only obligation will be at your option:
- 7.3.1 to make good any shortage or non-delivery;
 - 7.3.2 to replace or repair any goods that develop faults within 12 months of receipt;
 - 7.3.3 to refund to you the amount paid by you for the goods in question in whichever way we choose.
- 7.4 We will not be liable to you for any indirect or consequential loss, damage or expenses (including loss of profits, business or goodwill) whatsoever arising out of any problem you notify to us under this condition and we shall have no liability to pay any money to you by way of compensation other than to refund you the amount paid by you for the goods.
- 7.5 Although we have limited our liability in this clause, nothing in these conditions limits our liability for death or personal injury caused by our negligence and nothing affects your legal rights.

8 NOTICES

- 8.1 All notices from you to us must be in writing and sent to our email address at: act@christians-in-education.org.uk or our contact address at: ACT, 94a London Road, St Albans, Hertfordshire AL1 1NX and all notices from us to you will be displayed on our website from time to time.

9 EVENTS BEYOND OUR CONTROL

- 9.1 We shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered if caused by any event or circumstances beyond our reasonable control including, without limitation, strikes, lockouts and other industrial disputes, breakdown or systems or network access, flood, fire, explosion or accident.

10 INVALIDITY

- 10.1 If any part of these **Terms and Conditions** is unenforceable including any provision in which we exclude our liability to you the enforceability of any other part of these conditions will not be affected.

11 PRIVACY

- 11.1 You acknowledge and agree to be bound by the terms of our **Privacy Policy** and website **Terms and Conditions**.

12 THIRD PARTY RIGHTS

- 12.1 A person who is not a party to this agreement has no right under Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

13 GOVERNING LAW

- 13.1 The contract between us shall be governed and interpreted in accordance with English law and the English Courts shall have jurisdiction to resolve any disputes between us.

14 ENTIRE AGREEMENT

- 14.1 These **Terms and Conditions** together with our current website prices, delivery details, contact details and **Privacy Policy** set out the whole of our agreement relating to the supply of the goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these **Terms and Conditions** or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.

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Electronic Transactions Security Policy

(Originally posted: 1 November 2008 / Last updated: 1 March 2009)

1 VISION AND PURPOSE

- 1.1 ACT aims to be an active, confident and secure participant in the global digital economy.
- 1.2 The purpose of this **Electronic Transactions Security Policy** is to define the guidelines for accepting and processing credit cards and debit cards and storing personal cardholder information. This policy will help to ensure that cardholder information supplied to ACT is secure and protected.

2 SCOPE

- 2.1 This policy applies to all ACT paid employees, volunteers and representatives of the Association. The policy pertains to all departments that process, transmit or handle cardholder information – whether in a physical or an electronic format.

3 PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

- 3.1 ACT's website and **Electronic Transactions Security Policy** conform with credit/debit card company requirements and adhere to Payment Card Industry (PCI) Data Security Standards (DSS).
- 3.2 The ACT Office Manager is responsible for carrying out an annual self-audit of the ACT website and **Electronic Transactions Security Policy** to ensure they conform with credit/debit card company requirements and adhere to Payment Card Industry (PCI) Data Security Standards (DSS).

4 POLICY

- 4.1 All transactions that ACT processes must meet the standards outlined in this policy. All ACT paid employees, volunteers and representatives of the Association must comply with the Payment Card Industry Data Security Standards.
- 4.2 Strict control is maintained over the storage, accessibility and internal or external distribution of any kind of media, whether paper and electronic, that contains cardholder data.
- 4.3 All paper and electronic cardholder data is to be classified and identified as confidential.
- 4.4 All paper and electronic cardholder data must be locked in a physically secure area.
- 4.5 Prior approval from the ACT Office Manager must be obtained before any and all cardholder information can be moved from a secured area.
- 4.6 Access to computing resources and cardholder information is limited to only those individuals whose jobs require such access, on a strict 'need to know' basis.
- 4.7 Electronic credit card and debit card numbers must not be transmitted or stored on a personal computer or email account. Electronic lists of customers' card numbers should not be retained.

- 4.8 In accordance with ACT's **Electronic Transactions Security Policy** and **Privacy Policy**, any cardholder information sent by electronic means will first be encrypted using industry standard technology for secure commercial transactions. If cardholder information is sent by physical means (e.g. via a secure courier) steps will be taken to ensure that it can be accurately tracked en route.
- 4.9 Credit card and debit card information should only be accepted by ACT online, by telephone, mail or in person. Credit/debit card information will not be accepted via email and ACT paid employees, volunteers and representatives must not email credit/debit card information.
- 4.10 Only essential information should be stored. ACT will not store the Card Validation Code (also known as the Security Digits, V Code, or CID). ACT will not store users' PINs or the full data from a card's magnetic stripe.
- 4.11 Credit card and debit card information should only be retained for the time needed to process, or if retained for business or legal reasons, for as long as necessary.
- 4.12 Hardcopies of credit card and debit card information, if it does not need to be retained, should be destroyed (i.e. cross-cut shredded, incinerated, or pulped) immediately after processing, or immediately after the information no longer needs to be retained.
- 4.13 Credit card and debit card receipts may only show up to the last five digits of the card number. If receipts show more than the last five digits, the receipts must be retained in a secure area (see 4.3 and 4.4) or destroyed (see 4.12).

5 OVERSIGHT AND MANAGEMENT OF PROCEDURES

- 5.1 All credit card and debit card transaction acceptance, including web-based transactions, should be initiated and controlled by the ACT Office Manager.
- 5.2 The ACT Office Manager is responsible for ensuring that the safeguards and procedures outlined in ACT's **Electronic Transactions Security Policy** and **Privacy Policy** are executed.
- 5.3 As part of a formal security awareness programme, all ACT employees and Trustees/Directors of the Association should be involved in a review of ACT's **Electronic Transactions Security Policy** at least once a year in the light of recent legal/technological/commercial developments in terms of 'best practice'.
- 5.4 The ACT Office Manager is responsible for clearly explaining security responsibilities for all employees and contractors and ensuring they receive a copy of ACT's **Electronic Transactions Security Policy**.
- 5.5 The ACT Office Manager should define and manage the proper use of critical employee-facing technologies (such as modems and wireless) for all employees and contractors, in line with ACT's **Electronic Transactions Security Policy** and **Privacy Policy**.
- 5.6 In conjunction with ACT's Treasurer the ACT Office Manager should establish, document and distribute security incident response and escalation procedures to ensure timely and effective handling of all situations.
- 5.7 If cardholder data is shared with service providers then: (a) the service provider must demonstrate adherence to PCI DSS requirements; and (b) the service provider must acknowledge that they are responsible for the security of any and all cardholder data in their possession.