

FFT Aspire Terms of Use

About us

- FFT Education Limited (“we”, “our”, “us”) are a company registered in England and Wales (company number 03685684) and our registered office is at Unit 7 127 Olympic Avenue, Milton Park, Milton, Abingdon, Oxfordshire, OX14 4SA.

Welcome to FFT Aspire (the “FFT Portal”)

- The FFT Portal (“Portal”) provides you and others like you in schools, local authorities, academy trusts and dioceses with information and analyses to improve pupil outcomes and school performance. These analyses include the provision of future estimates for pupil attainment (for target setting), the analysis of data provided by Customers (for monitoring attainment for current pupils) and the analysis of school performance (for self-evaluation of past performance).
- We have entered into an agreement with your organisation (the “Customer”) under which the Customer’s Authorised Users (“you”, “your”) are granted certain rights to use the Portal, the data provided within the Portal (“FFT Data”), any online information, guidance, policies and procedures as amended or replaced from time to time (“Materials”) which are available on the Portal or the FFT website (“Website”) and the support services provided with the Portal, all of which shall make up the services (“Services”).
- Your use of the Services is conditional upon your acceptance of these terms of use (“Terms of Use”) as amended or replaced from time to time. If you do not agree to these Terms of Use, you must not use the Services.
- These Terms of Use constitute the entire agreement between us and you and supersede any previous terms of use.

Operating system requirements

- To use the Portal, you will need a computer (with Microsoft Windows or Apple OS X) or tablet device (with Apple iOS, Android or Windows) which is connected to the internet and running a supported web browser (Internet Explorer 10 or above, Chrome, Safari or Firefox).

What we need from you

- You are permitted to use the Services for educational purposes within your organisation, including (without limitation), the purpose of improving pupil outcomes and school performance (“Permitted Use”)
- You are not permitted to use the Services for commercial purposes, including (without limitation) the sale and transfer or licensing to a third party of, the Portal Data and or the Materials.
- We may suspend or terminate your access to the Services at any time, effectively immediately, if you breach any of these Terms of Use, or if we are required to do so by law.

When using the Portal you must:

- only make copies of the Portal Data and the Materials in the Portal to the extent reasonably necessary for the Permitted Use (as defined above). This includes back-up, mirroring (and similar availability enhancement techniques), security, disaster recovery and testing of the Portal Data.
- not sell, share, publish or otherwise transmit the Portal Data or the Materials in the public domain;
- not use Portal for any purpose contrary to any law or regulation or any regulatory code, guidance or request;
- not extract, reutilise, use, exploit, redistribute, disseminate, copy or store the Portal Data from the Portal other than for the Permitted Use;
- not copy, modify, decompile, reverse engineer or create derivative works from the Portal, except to the extent permitted by any applicable law;
- not do anything that may damage our reputation, including using the Portal (including Portal Data and Materials) in any manner that is pornographic, racist or that incites religious hatred or violence; and
- not use the Portal (including Portal Data and Materials) in any way contrary to any law or regulation or any regulatory code, guidance or request, including the UK Data Protection Legislation and any other European Union legislation relating to personal data (“Data Protection Legislation”), and all other legislation and regulatory requirements in force from time to time which apply to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority.

What you can expect from us

We will:

- ensure that the Portal is 99.5% available 24 hours a day, 7 days a week, excluding any planned maintenance and loss of internet connectivity;
- do our best to provide you with at least 24 hours' notice in advance of any planned or unscheduled maintenance works by placing a notice on the Portal;
- back up the Portal Data daily for 30 days in accordance with our archiving and back-up procedures;
- do our best to restore any Portal Data which is lost or damaged by us; and
- comply with our data privacy and security policies in respect of the Portal Data.

We will not:

- be responsible for any loss, destruction, alteration or disclosure of Portal Data caused by you or any third party (except those third parties sub-contracted by us to perform services related to Portal Data maintenance and back-up, for which we will remain liable).
- be responsible for any delays, delivery failures, or any other loss or damage resulting from communications networks and facilities, including the internet
- guarantee that your use of the Services will be uninterrupted or error-free or that they will meet your requirements.

Information security

You must:

- only connect to the Portal using a secured internet connection.
- ensure that the Portal (including the Portal Data and Materials) is kept secure by using any security feature provided to you by us, including any key, PIN, password, token or smartcard ("Security Features"), and the best available security practices and systems applicable.
- keep the Security Features relating to the Portal confidential and not lend, share, transfer or otherwise misuse these.
- ensure that screens on devices accessing the Portal outside the workplace cannot be read by other people.
- ensure you log-off from the Portal after completing a session.
- not allow anyone else to use your username and password to access the Portal;
- only use the Portal (including Portal Data and Materials) for the Permitted Use (defined above) and for purposes strictly necessary for performance of your duties.
- promptly notify us and fully co-operate with us to remedy any misuse of the Portal or any security breach that could compromise the security or integrity of the Portal or the Portal Data ("Security Breach") as soon as you become aware of it.
- reasonably co-operate with our reasonable security investigations at all times.
- Immediately, following any Security Breach, coordinate with us to investigate the Security Breach.

If for security reasons we need to change any of the Security Features mentioned above we will notify you in writing on the Website and the Portal.

Personal and confidential data

- The Portal contains personal data about you and other users and sensitive personal data about school pupils. You must ensure that any personal data and any sensitive personal data you access in the Portal cannot be viewed or used by any unauthorised persons.

You agree that you:

- are informed of the confidential nature of the Portal Data;
- have undertaken training in the laws relating to the handling of personal data, in particular, sufficient training in data protection and security to enable you to comply with the Data Protection Legislation defined earlier on in these Terms of Use;
- will not process or transfer any personal data comprised in the Portal Data outside of the United Kingdom;
- will notify us immediately if you become aware of any advance in technology and/or methods of working that mean that the security measures set out in referred to should be revised; and our Privacy Policy is available on the Portal (provide a link). You should read the Privacy Policy carefully as it contains important information about what to expect when we collect and processes your personal data

Intellectual Property Rights

- We and our licensors own all intellectual property rights in the Services.
- These Terms of Use do not grant you any intellectual property rights in the Services or any other rights or licenses in respect of these.

Liability

- The Services are provided on an “as is” basis excluding any warranties of any kind, either express or implied, to the fullest extent permitted by law.
- You will be liable for any losses sustained by us as a result of your breach of these Terms of Use and will compensate us in full for any such losses.
- We are responsible to you for any foreseeable loss and damage caused by our failure to comply with these Terms of Use.
- We will not be liable to you for any loss or damage caused by the actions or omissions of any third parties, including but not limited to the Customer (your organisation).
- Nothing in these End User Terms and Conditions excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that may not be excluded or limited by English law.

If you require assistance

- If you require any support in using the Portal you should send your support request to the relevant contact at your organisation in the first instance.

What if there is a dispute

- These Terms of Use or any claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by the laws of England and Wales.
- The courts of England and Wales will have exclusive jurisdiction to settle any disputes arising under or in connection with these Terms of Use.
- If you wish to raise a complaint in relation to these Terms of Use or any of the services provided under these Terms of Use you should contact us using the details provided on the Website.

Changes to these Terms of Use

- We may amend these Terms of Use from time to time and you will be notified of any changes on the Website and the Portal.
- If you wish to continue to use the Services you will need to accept any changes to the Terms of Use.

Contact us

- If you have any questions about these Terms of Use please contact us using the details provided on the Website.