

# Terms of Use

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SITES**

## TERMS OF USE

These terms of use (together with any documents referred to and any specific terms and conditions relating to the educational services accessible via our websites) (**terms**) tell you how you may make use of our websites ([www.sparx.co.uk](http://www.sparx.co.uk), [www.sparx-learning.com](http://www.sparx-learning.com), [www.hegartymaths.com](http://www.hegartymaths.com), [www.numerise.com](http://www.numerise.com) and [www.sparxreader.com](http://www.sparxreader.com)) (**our sites**). Use of our sites includes accessing, browsing or registering to use our sites.

Please read our terms carefully before you start to use our sites, as they will apply to your use of our sites. We recommend that you retain a copy of our terms for future reference. This version of our terms was published in May 2021.

**By using our sites, you confirm that you accept our terms and that you agree to comply with them. If you do not agree to our terms, you must not use our sites.**

## OTHER APPLICABLE TERMS

Our terms refer to the following additional terms which also apply to your use of our sites:

- Our Privacy Notices for
  - [Sparx Maths](#) (which includes Sparx Reader);
  - [Hegarty Maths](#); and
  - [Numerise](#),

which set out the terms on which we process any personal information which is provided to us by schools and/or the users of these services.

- Our [Privacy Notice](#), which sets out generally the terms on which we process any personal information we collect from you or that you provide to us.

## Information about us

[www.sparx.co.uk](http://www.sparx.co.uk), [www.sparx-learning.com](http://www.sparx-learning.com), [www.hegartymaths.com](http://www.hegartymaths.com), [www.numerise.com](http://www.numerise.com) and [www.sparxreader.com](http://www.sparxreader.com) are operated by Sparx Limited (**Sparx** or **We**). We are registered in England and Wales under company number 07907042 and have our registered office at Oxygen House, Grenadier Road, Exeter, Devon, EX1 3LH, which is also our main trading address.

## Changes to our terms or our sites

We may revise our terms at any time by amending this page. Please check this page from time to time to take notice of any changes we make, as they are binding on you.

We may update our sites from time to time, and may change the content at any time. However, please note that any of the content on our sites may be out of date at any given time, and we are under no obligation to update them.

We do not guarantee that our sites, or any content on them, will be free from errors or omissions.

## Accessing our sites

We do not guarantee that access to our sites, or any content on them, will always be available or uninterrupted. Access to our sites is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our sites without notice. We will not be liable to you if for any reason our sites are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our sites. You are also responsible for ensuring that all persons who access our sites through your internet connection are aware of our terms and other applicable terms, and that they comply with them.

We do not represent that content available on or through our sites is appropriate or available in all locations. We may limit the availability of our sites to any person, business or geographic area at any time.

## Intellectual property rights

We are the owner or the licensee of all intellectual property rights in our sites, and in the material published on them. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may download extracts of any pages from our sites for your personal use. You must not modify the digital copies of any content you have 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 on our sites must always be acknowledged.

You must not remove, modify or hide any branding or copyright or trademark statements on any content downloaded from our sites.

You must not use any part of the content on our sites for commercial purposes.

### Open Government Licence Acknowledgement

The list of schools which is accessible via the login pages at [www.sparxmaths.uk/student](http://www.sparxmaths.uk/student) and [www.sparxmaths.uk/teacher](http://www.sparxmaths.uk/teacher) contain public sector information licensed under the [Open Government Licence v3.0](https://www.ogp.gov.uk/).

## No reliance on information

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

Although we make reasonable efforts to update the information on our sites, we make no representations, warranties or guarantees, whether express or implied, that the content on our sites is accurate, complete or up-to-date or regarding the suitability or operation of our sites.

## Limitation of our liability

Nothing in our terms 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 cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our sites or any content on them, whether express or implied

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our sites; or
- use of or reliance on any information or content displayed on our sites.

We will not be liable for any loss or damage caused by a virus, denial-of-service or distributed denial-of-service attacks or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our sites or to your downloading of any content on them, or on any website linked to them.

We assume no responsibility for the content of websites linked on our sites. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## Uploading content to our sites

Except for CVs and job applications or enquiries, you may not upload or post any content to our sites. We will use information contained in CVs, job applications and enquiries uploaded to our sites in accordance with our [Privacy Notice](#).

## Viruses

We do not guarantee that our sites will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our sites. You should use your own virus protection software.

You must not misuse our sites by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our sites, the servers on which our sites are stored or any servers, computers or databases connected to our sites. You must not attack our sites via a denial-of-service attack or a distributed denial-of-service attack. By breaching these provisions, you would commit a criminal offence under the Computer Misuse Act 1990. 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 our sites will cease immediately.

## **Linking to our sites**

You may link to our home pages, 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 our sites in any website that is not owned by you.

Our sites must not be framed on any other site, nor may you create a link to any part of our sites other than the home pages. We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with our content standards.

If you wish to make any use of content on our sites other than that set out in these terms, please contact [info@sparx.co.uk](mailto:info@sparx.co.uk).

## **Third party links and resources in our sites**

Where our sites contain links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources.

## Information about how we use cookies

Our sites use cookies. A cookie is a small file of letters and numbers that we put on your computer if you agree. These cookies collect standard internet log information and visitor behaviour information. This information is used to track visitor use of our sites and monitor website activity. This helps us to provide you with a good experience when you browse our sites and also allows us to improve our sites.

For further information about the cookies used on our sites, please see the information provided in our [Privacy Notice](#) and in the cookie information provided on our sites.

For further general information about cookies and how to delete or control cookies stored on your computer visit [www.aboutcookies.org](http://www.aboutcookies.org) or [www.allaboutcookies.org](http://www.allaboutcookies.org) . Please note that by deleting our cookies or disabling future cookies you may not be able to access certain areas or features of our sites.

## Acceptable use rules

Your use of our sites means that you accept, and agree to abide by the following rules:

You may use our sites only for lawful purposes. You may not use our sites:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our sites in contravention of the provisions of our terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our sites;
  - any equipment or network on which our sites are stored;
  - any software used in the provision of our sites; or
  - any equipment or network or software owned or used by any third party.

## Content standards

The following standards apply to any and all material (**content**) which you upload to our sites including any third party website which may be incorporated within our sites:

Content must:

- Be accurate.
- Comply with applicable law in the UK and in any country from which they are posted.

Content must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.

## Suspension and termination

We will determine, in our discretion, whether there has been a failure to comply with our acceptable use rules or contents standards through your use of our sites. When such a failure has occurred, we may take such action as we deem appropriate, including:

- Immediate, temporary or permanent withdrawal of your right to use our sites.
- Issue of a warning to you.
- Legal proceedings against you for any costs or damages we may suffer or to claim any other remedy to which we may be entitled to as a result of such failure.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for any actions taken in response to breaches of our acceptable use rules and contents standards. The responses described above are not limited, and we may take any other action we reasonably deem appropriate.

We may revise the acceptable use rules and contents standards at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we make, as they are legally binding on you. Some of the provisions may also be superseded by provisions or notices published elsewhere on our sites.

## Applicable law

Our terms, their subject matter and formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

## Contact us

To contact us, please send an email to [info@sparx.co.uk](mailto:info@sparx.co.uk). Alternatively, you can write to us at: Sparx Limited, Oxygen House, Grenadier Road, Exeter, Devon, EX1 3LH, UK.

Thank you for visiting our sites.