

Skills Route

Terms and Conditions of Use

Effective Date: These Terms and Conditions are effective from 10th May 2018.

1. Definitions used in these Terms and Conditions

Effective Date – The date from which these Terms and Conditions of Use are effective.

Premium – A version of Skills Route with additional features which schools may purchase.

Provider(s) – School, college, university, training provider or other education establishment.

Routes – Information on course and career choices made whilst using the Website.

Sensitive Data – Data on individual young people that has been entered by users of the System

Skills Route – The service made available by Skills Route Limited.

Skills Route Limited (“we”, “our”, “us”) – The company (registered number 9929111) responsible for developing Skills Route, and the owners of Skills Route.

System – the Skills Route website and associated analysis

Website – www.skillsroute.com (and associated Skills Route domains and sub-domains such as www.skillsroute.co.uk or plan.skillsroute.com).

2. Usage of Skills Route

By using the Website or by creating a Skills Route account, you are agreeing to be bound by the following terms and conditions (“Terms and Conditions of Use”) including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions of Use apply to all users of the site.

Please read these Terms and Conditions of Use carefully before accessing or using our Website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions of Use. If you do not agree to all the Terms and Conditions of Use, then you may not access the Website or use Skills Route. If these Terms and Conditions of Use are considered an offer, acceptance is expressly limited to these Terms and Conditions of Use.

Any new features or tools which are added to the Website shall also be subject to the Terms and Conditions of Use. You can review the most current version of the Terms and Conditions of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions of Use by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the Website following the posting of any changes constitutes acceptance of those changes.

3. Privacy

Your privacy and the protection of your data is of the utmost importance to us.

By using Skills Route and by registering a Skills Route account, you are consenting to the use of your information as set out in this privacy statement. If you do not agree to any of the provisions of this privacy statement you should not use the Skills Route Website.

For the purpose of the General Data Protection Regulation (GDPR), the data controller is Skills Route Limited of 144 Clapham Manor St, SW4 6BX England.

A. Information provided by you when creating an account

Individuals

When you create a free individual Skills Route account you may be asked for some or all of the following information: your first name; email address (which will also be your username); and current school.

Note that your account may be created for you through your school, in which case this will be provided by your school. Your school may also send us other information about you to help us target information and for analytical purposes. This could include information such as your free school meal status, and special category data including ethnicity, language and special needs (although this is not held on the Skills Route Website).

Schools

When you create a school Skills Route account you may also be asked for the following information: your school name; name of contact; email address (which will also be your username).

When you create a school account for Skills Route you may choose to upload your school management information system (MIS) file directly to Skills Route. This data will include student names and may also include contextual data about your students. This data will be stored in accordance with our data protection policy and only used for Skills Route purposes.

B. Information we automatically store when you use Skills Route

The following information may be captured from your use of a free account on the Website:

- Your projected grades, subject interests and priorities.
- The postcode you use to identify post-16 providers (which may or may not be your home postcode).
- The routes you explore and select, including the post-16 courses, higher education options and career you are interested in.
- The internet protocol (IP) address of the device from which you access the Website (which could be used to identify the city from which you are accessing the Website).
- The time, frequency and duration of your visits to the Website.
- The device and operating system used to visit the Website.

- Information regarding how you interact with any email messages we send to you (for example, whether you opened or clicked on the message).

For school accounts, the above information may be captured from your pupils' use of the Website.

C. How we will use this information

We will use your information in the following ways:

- To share information on the routes that you create with your school or other approved organisations involved in providing you with careers advice via your school (for example, careers advisors at your Local Authority).
- To communicate information about Skills Route to you via email, for example new features or to send invoices (this may be via a third party email system)
- To aggregate and analyse statistical information on the types of selections that users of Skills Route are making (for example, if there are particular subject choices that are popular). This aggregated analysis may be shared with third parties, however, none of this information would include any email address or anything that could be used to identify you individually.
- To provide targeted advice and additional resources that you may find useful.
- With your consent we will disclose your name and email address to employers or other organisations that provide information, advice and guidance, but only if you have explicitly agreed that we may do so and it is in your interest to do so (for example if you have requested to receive information from employers who are interested in people with your skillset).
- If required to do so by law (including in response to a court order or other legal demand).
- In the event that Skills Route Limited is sold or on a merger of our business, or in the event of our insolvency, we may transfer your information to a person or company that acquires all or substantially all of the assets or business of Skills Route Limited.
- We may disclose your personal information to any of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

There are certain things we will never do with your data:

- We will **never** share information about you as an individual to marketing organisations or any other third parties without your consent.
- We will **never** make public information about you as an individual.
- We will **never** send you spam emails.

D. Requesting access to the information we hold about you

If you wish to access, amend or delete any personal data we hold about you, please contact us at privacy@skillsroute.com.

E. Requesting that we delete the information we hold about you

If you wish for us to remove all information we hold about you, please email us at privacy@skillsroute.com. We will then delete your account and associated data within a reasonable period of time. However, we may need to retain some of your personal data in order to fulfil our legal obligations, or where we have a legitimate reason for doing so.

Note that you cannot delete information we hold about you if your account is linked to a school account that is still being used.

F. Cookies

In common with most websites, we use cookies to help us improve the Website and the services we provide (in particular, Google Analytics cookies). Cookies are small text files that are placed on your computer by websites that you visit. These text files can be read by these websites and help to identify you when you return to a website.

To find out how to see what cookies have been set and how to reject and delete cookies, please visit www.aboutcookies.org. To opt-out of analysis by Google Analytics on the Website and other websites, please visit tools.google.com/dlpage/gaoptout.

4. Data Protection & Security

We take security of your personal data very seriously and as such:

- Security certificates are used on the Website, similar to those employed by banks, to help prevent hacking.
- Data is held on a secure server, with multiple levels of 24/7 security.
- All our employees that have access to personal data on servers that Skills Route data is stored on are DBS checked.
- All user passwords are encrypted.
- Skills Route Limited adheres to a strict information security policy (available on request) to ensure compliance with data protection legislation and is registered with the Information Commissioners Office. All employees and sub-contractors requiring access to confidential or Sensitive Data sign to confirm their acceptance of this policy.
- Where handling personal data, Skills Route Limited shall abide by the terms of the General Data Protection Regulation (GDPR).

A. Backing up your data

We follow our standard backup procedures for taking periodic backups of your data. These include daily backups, and monthly backups kept for a period of 6 months.

B. Retention period

We keep data entered on the system for 8 years after the last use of the account. This is so users can retrieve information previously entered on the System.

Details of System users and their system usage are retained for up to 8 years for audit and analysis purposes after which they are deleted.

5. Terms of licence

If you have purchased a licence for the System, or been granted a free licence by us, we hereby grant to you, subject to these Terms and Conditions, a non-exclusive, non-transferable and non-refundable licence for the System.

The licence for the System will permit use up to an agreed amount of children or classes (confirmed via email or on the invoice). If you knowingly need to exceed this number of children, you must contact us as soon as possible, as this will affect your licence cost.

You shall not store any material on the Website that is unlawful, harmful, defamatory, obscene, racially or ethnically offensive, depicts sexually explicit images, or promotes any unlawful activity.

You shall pay any fees due, set out on the invoice, within 28 days the invoice date. If we have not received payment within 10 working days of the due date, we reserve the right to charge interest on the due amounts at the rate of 2% over the Bank of England base rate.

6. Changes to the Website and Access to the Website

A. Website availability

The Website will normally be available 24 hours a day. However, we make no guarantees that the Website will be available for 100% of the time, as there may be periods of site maintenance, upgrades or server outages that necessitate some downtime.

We reserve the right at any time to suspend or discontinue providing access to the Website, temporarily or permanently, either completely or in particular geographical areas. In the case of any suspension or discontinuation we shall use all reasonable endeavours to notify registered users of such decision in advance.

You hereby agree that Skills Route Limited, its affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any changes or modifications to the Website, or for any decision to suspend or discontinue the Website, or your possibility to use or access the same from or within any territory or territories.

B. Premium features

Although we will endeavour to keep the main features of Skills Route free to access, we cannot guarantee that this will always be the case. If we introduce a charge for some features of Skills Route, reasonable notice will be provided so that you can extract information from the Website that you have previously created if you choose not to pay for Skills Route.

C. Changes to the System

We may change the features of the free or Premium account, may withdraw, or introduce new features, products or types of account at any time and for any reason, and may change the prices charged for any of its Premium features from time to time. In the event of any increase in the price or material reduction in the features of any Premium account to which you have subscribed, such change(s) will be communicated to you and will only take effect with respect to any subsequent renewal of your licence.

7. Ownership and Copyright

The Website is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Title, ownership rights, and all intellectual property rights in and to the Website and related documentation shall remain with Skills Route Limited and/or its licensors (as appropriate). You agree not to modify the Website, reproduce or distribute the Website except as expressly authorised herein, create derivative works of, or attempt to decipher, translate, decompile, disassemble, reverse engineer the Website or otherwise attempt to derive the source code of the Website or assist or encourage any third party in doing so.

8. Limitation of Liability and Indemnity

The Website is provided "as-is". Skills Route Limited hereby disclaims all representations and warranties, express or implied, with respect to the Website, including without limitation, warranties of fitness for a particular use or purpose, merchantability and non-infringement. This does not affect any rights you may have under the Consumer Rights Act 2015 or any other relevant legislation.

Whilst Skills Route Limited will use reasonable endeavours to correct any errors or omissions on the Website as soon as practical once they have been brought to our attention, we make no warranties that the Website will operate without interruption or be error-free. We make no representations about the suitability of the Website or about the accuracy of any content or information made accessible by the Website.

Neither Skills Route Limited nor anyone else who has been involved in the creation, production or delivery of the Website shall be liable for any loss of revenue, profit or data, or for damages (including direct, indirect, incidental, punitive, consequential and special damages), whether in tort, contract or otherwise, arising out of the your or any third party's use or inability to use the Website (including that resulting from a temporary or permanent suspension of service). Skills Route Limited does not exclude any liability for death or injury caused by its negligence.

Under no circumstances will Skills Route Limited be held responsible for the outcomes of any decisions made, or any advice or guidance provided as a result of the information used on Skills Route.

A. Indemnification

You hereby agree to indemnify, defend and hold harmless Skills Route Limited, its successors, assigns, affiliates, agents, directors, officers, employees and shareholders from and against any and all claims, obligations, damages, losses, expenses, and costs, including reasonable attorneys' fees, resulting from:

- any violation by you of these Terms and Conditions of Use; and/or.
- any activity related to your account, be it by you or by any other person accessing your account with or without your consent unless such activity was caused by our act or default.

9. Data and Information on Skills Route and Disclaimer

The data presented on the Website has been gathered from a number of different sources including the Higher Education Statistical Agency (HESA), the Department of Education (DfE), the UK Commission for Education and Skills (UKCES) and from educational institutions. Note that while Skills Route provides access to these data sources, we are not responsible for the quality of the raw data used.

We are partially reliant on third party sources of data for the information shown on the Website. This includes information uploaded by schools and colleges to the DfE's Post-16 Course Database. Where a school or college has not uploaded their planned curriculum data, we may use alternative historical sources. Therefore, the courses shown may not always reflect the courses that will be offered in the following year at individual Providers. In all cases, information provided on the Website should be treated as indicative. For up to date information on courses being offered, you should always contact the course Provider. Even in the event that a Provider intends to run a course, in some instances the course may not run due to low uptake or other unforeseen circumstances.

If you feel that any data on the courses and Providers shown on the Website is erroneous, then please email us at feedback@skillsroute.com, clearly specifying the data issue identified. However, note that it may not always be possible for us to update the raw data if we are unable to verify its accuracy.

Information on projected salaries for different careers is based on data provided by UKCES which provides the salaries and the number of jobs available at different levels of qualifications. It may be possible to achieve a higher salary with the same job, or indeed a lower salary, especially when factors such as the region of the job are taken into account.

10. Changes and Updates to These Terms and Conditions

We may occasionally update these Terms and Conditions of Use (for example when introducing new features) and when we do so, we will revise the Effective Date shown. We will contact you by email if any changes are made. Your use of the Website means you accept the Terms and Conditions of Use that are shown on the Website at the point of use.