

Blog and Forum- terms and conditions of use

General Information

The Kent-Teach blog is a public facing blog owned by The Kent County Council ("KCC"). The blog is run by the Kent-Teach team a part of KCC, on KCC's behalf. The blog is open for use by bloggers who have been approved by KCC, and aims to give readers an insight into teaching in Kent. The blog can be accessed from the KT home page and will be advertised on KT's news pages.

The KT forum ("the Forum") is a discussion board to be used by members of KT to share information, advice and resources with their peers. The Forum is accessed via the members' only area of the KT website; you must have a KT login to be able to access the Forum.

Acceptance of Terms

When you use the KT blog, (the "Blog") and/or the KT Forum you are agreeing to the Terms and Conditions of Use ("Terms of Use") set out below. Please note that KCC may amend these Terms of Use without notice at any time, so please ensure you review them regularly.

1. With respect to all content (both text and graphics) you elect to post on the Forum, you grant KCC a royalty free, perpetual, irrevocable, non-exclusive, fully sub-licensable and worldwide right and licence to use, reproduce and deal with such content by all means whatsoever, (including, without limitation in print and in electronic form).

2. You agree not to use the Forum to:

2.1. post any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, profane, vulgar, obscene, invasive of another person's privacy, hateful, fraudulent, discriminatory, provokes or encourages violence or is racially, ethnically or otherwise objectionable;

2.2. impersonate any person or entity or misrepresent your relationship with any person or entity;

2.3. post any content which you do not have a right to post;

- 2.4. post any content that may damage the reputation or good will of KCC;
- 2.5. post any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person or entity;
- 2.6. post any content that would infringe any UK laws;
- 2.7. harass another;
- 2.8. collect or store personal data about other users;
- 2.9. provide any links to any website if the presence of such link and the content accessible through such link would breach these Terms of Use;
- 2.10. post or otherwise transmit any unsolicited or unauthorised commercial advertising or promotional materials;
- 2.11. post any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

Violation of any of the terms set out in paragraph 2. is likely to lead to the immediate removal of all material posted on the Blog/Forum by you without notice, warning or explanation to you and such violation could lead to legal action being taken against you by the authorities or an aggrieved party. For the avoidance of doubt nothing in these Terms of Use shall restrict the freedom to question and test received wisdom, and put forward new ideas and controversial or unpopular opinions.

3. Comments

3.1 Comments placed on either the Blog or the Forum are the opinions of the author and not a reflection of KCC's views. Comments will be closely monitored and any that may be considered inappropriate will be removed.

3.2 As with all social media, readers will have the opportunity to comment on blog posts. These comments will be monitored by KCC but, unless offensive, positive and negative comments will be included and answered by KCC. Any posts or comments that use bad language or include offensive material will be removed by KCC.

3.3 If required by bloggers and where appropriate in the opinion of KCC, KCC may contact the contributor to the Blog post before responding to any comment.

3.4 Continued misuse of the KT Blog may result in users being banned from posting blogs.

4. Monitoring

Whilst the Forum will be closely monitored by KCC, please alert KCC at the earliest opportunity if you consider any of the contents of the Forum, Blog or comments to be inappropriate or offensive.

5. KCC reserves all copyright in all content (both text and graphics) created by KCC employees. You may not re-publish, or re-present the contents of the Forum in any medium or format without the prior written consent of KCC.- You may repost content of the blog but not the Forum to your social media pages.

6. KCC invites users of the Forum to notify KCC of any content (both text and graphic) on the Blog or Forum that does not, in the user's opinion, comply with the Terms of Use. KCC undertakes to address any complaints promptly and without bias or prejudice.

7. Users of the Blog and Forum and should not reveal any personal details, including where they live, how old they are, or what their telephone number is.

8. You acknowledge and agree that serious and/or persistent violation of these Terms of Use will result in KCC using any information in its possession to take appropriate action and this shall not be limited to passing information to, schools, employers, e-mail providers or the police.

9. The Blog may provide, or third parties may provide, links to other World Wide Web sites or resources. KCC has no control over such sites and resources, you acknowledge and agree that KCC is not responsible for the availability of such external sites or resources and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that KCC shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

10. You agree to fully indemnify and hold harmless KCC against any liabilities, claims, costs, losses (including consequential loss) or damage incurred as a result of any material you post, or as a result of any breach by you of these Terms of Use.

11. You expressly acknowledge and agree that KCC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting out of or in connection with your use or the inability to use the service or any other matter relating to the service.

12. Disaster Recovery: in the event of Server Hardware Failure a system restore will follow and the risk of lost items could be incurred. No out of hours support will be provided.

13. These Terms of Use are governed by the laws of England and Wales.