Terms & conditions

Terms of use

This page (together with the documents referred to on it) explains the terms on which you may make use of the TACTYC website ([www.tactyc.org.uk](http://www.tactyc.org.uk)) (the "TACTYC Website"). Please read these terms of use carefully before you start to use the site. By using the TACTYC Website, you indicate that you accept these terms of use. If you do not agree to these terms of use, please refrain from using the TACTYC Website.

Information about us

The TACTYC Website is operated by TACTYC, Association for Professional Development in Early Years ("We"). We are a charity registered in England and Wales (No. 1181278) and have our registered office at 6 Mitchell Close, Barton-on-Sea, Hampshire, BH25 7BX. We trade under the name "TACTYC".

Services and conditions of use

As part of our service, we agree to provide you with information and other services that we may decide to offer, subject to the terms of this agreement. Access to our site is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our site without notice (see below). We will not be liable if for any reason our site is unavailable at any time or for any period.

You agree and continue to agree to use our services in a manner consistent with all applicable laws and regulations and in accordance with the terms and conditions set out in the policies and guidelines outlined below.

If you choose, or you are provided with, a login email address, password or any other piece of information as part of our security procedures, you must keep this confidential, and you must not disclose it to anyone else. We have the right to disable any login email address or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

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

Intellectual property rights

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

Reliance on information posted

Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our site, or by anyone who may be informed of any of its contents.

Changes to the TACTYC website

We aim to update our site regularly, and may change the content at any time. If the need arises, we may suspend access to our site, or close it indefinitely. Any of the material on our site may be out of date at any given time, and we are under no obligation to update such material.

Limitation of liability and warranty

You agree that use of the website and services is entirely at your own risk.

The services provided by our website are provided "as is", without any guarantees, conditions or warranties of any kind, either express or implied, concerning the accuracy of material displayed on the website, uninterrupted access, or products provided through or in connection with the service, including without limitation the software licensed to the customer and the results obtained through the service.

Specifically, to the extent permitted by law, we expressly exclude:

* All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
* Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our site or in connection with the use, inability to use, or results of the use of our site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
  + Loss of income or revenue;
  + Loss of business;
  + Loss of profits or contracts;
  + Loss of anticipated savings;
  + Loss of data;
  + Loss of goodwill;
  + Wasted management or office time; and
  + Any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.  
    This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Information about you and your visits to the TACTYC website

We process information about you in accordance with our Privacy and Data Protection Policy, which also includes information about our use of cookies. By using our site, you acknowledge that you have reviewed the Privacy and Data Protection Policy and consent to such processing and you warrant that all data provided by you is accurate.

Transactions concluded through the TACTYC website

Contracts for the supply of goods or services formed through our site, or as a result of visits made by you, are subject to those terms and conditions that we advertise in relation to the transaction concerned, for example, for membership subscriptions and conference bookings.

Viruses, hacking and other offences

You must not misuse our site 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 site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, 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 site will cease immediately.

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

Linking to The TACTYC website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but 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. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our site other than that set out above, please address your request to [tactyc.org@gmail.com](mailto:tactyc.org@gmail.com).

Links from the TACTYC website

Where our site contains 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, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to our site although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

These terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Variations

We may revise these terms of use 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 binding on you. Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on our site.

Your concerns

If you have any concerns about material which appears on our site, please contact [tactyc.org@gmail.com](mailto:tactyc.org@gmail.com).  
Thank you for visiting our site.