

Agreement between Schools Aspect Limited and Your Organisation

1. About Us

- 1.1. We are Schools Aspect Limited, a company registered in England and Wales. Our company registration number is 06831202 and our registered office is 11 Newbourne Hill, Rowney Green, Birmingham B48 7QN.
- 1.2. Schools Aspect is a cloud-based platform, available by subscription, which assists schools and MATs (hereafter referred to as 'organisation/s') to manage and monitor school improvement. You agree to use our services for this purpose only.
- 1.3. For any questions or concerns relating to our Platform, or this Agreement, you can contact us by telephoning 01527 916926, emailing us at enquiries@schoolsaspect.com or writing to us at the above address.

2. This Agreement

- 2.1. This Agreement governs your use and access to our services, including our website(s), our application(s), our application programming interfaces (APIs), our notifications and any information or content appearing therein (collectively our "Platform"). It should be read in conjunction with our **Privacy Policy** <https://online.schoolsaspect.com/Docs/PrivacyPolicy>.
- 2.2. By using our Platform, you agree to these terms regardless of whether you are a paying user or a non-paying visitor. If you are using our Platform as a representative of an entity, you are agreeing to these terms on behalf of that entity.

3. Data Sharing

- 3.1. When you use Schools Aspect, you are the Data Controller. We process the data on your behalf, as the Data Processor, in the manner you have requested. You remain responsible for your data, including any inaccuracies or changes that need to be made, and you are responsible for the processing being lawful at all times. Your responsibility as Data Controller covers all of your organisation's data on the platform.
- 3.2. Schools Aspect will not provide any of your personal information to other companies or individuals without your permission unless required to do so by law. However, Schools Aspect may need to provide your name and address to third parties that Schools Aspect may use for the purposes of delivering specific services to you (e.g. customer support). For more information about how Schools Aspect will collect and use your personal information please read our **Privacy Policy**.
- 3.3. You warrant that the information, including contact details, you provide to us on establishment of your account is correct, and you accept responsibility for keeping this information up to date at all times. You agree that we may suspend access to your account and our Services if we reasonably believe that the information you have supplied is inaccurate.
- 3.4. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us. When we use the words "writing" or "written" in these terms, this includes emails.
- 3.5. Whilst the email addresses of you and your account's users are primarily used for notification emails sent from Schools Aspect, Schools Aspect reserves the right to email information about its product offerings, notification of service interruption and/or downtime.

4. Changes of Terms

- 4.1. We may amend these terms from time to time by posting the updated terms on our Platform. If we make material changes, we will notify you of the changes before they become effective. By continuing to use our Platform and our services after the changes come into effect means that you agree to be bound by the revised policy.

5. Availability Of Our Services

- 5.1. We are constantly changing and improving our Platform and the products or services we provide. We may from time to time change or discontinue any of the products or services we offer, or add or remove functionalities or features, and we may suspend or stop certain products, services, functionalities or features altogether. If we

discontinue certain products, services, functionalities or features, we will give you advance notice where reasonably possible.

- 5.2. We may release products, services, functionalities or features that we are still testing and evaluating. We will label such services as “beta”, “preview”, “early access” or “trial” or any words or phrases with similar meanings. You understand that these beta services are not as reliable as other products or services we offer.
- 5.3. We reserve the right to limit your use of our Platform and the services we provide, including the right to restrict, suspend or terminate your account if we believe you are in breach of these terms or are misusing our Platform or any services we provide.
- 5.4. We try our best to ensure that our Platform is always available, but we do not guarantee that the operation of or access to our Platform will be uninterrupted or continuous. Our Platform may be interrupted for maintenance, repairs, upgrades, network or equipment failures. Routine maintenance is typically performed during off-peak hours. We will give you advance notice whenever possible by publishing notice on the Schoolaspect portal.
- 5.5. Schoolaspect backs up your data and whilst every attempt would be made in the unlikely event of any corruption or hardware failure, Schoolaspect cannot guarantee to be able to replace lost data. This includes loss of data resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions caused by Schoolaspect.
- 5.6. You are responsible for configuring your information technology, computer programmes and platform or system in order to access our Platform. We do not guarantee that our Platform will be free from bugs or viruses.

6. Account Security

- 6.1. You are responsible for maintaining the security of your account and are fully responsible for all of the actions in relation to it. The platform is for the sole use of those who have the necessary permission to access this data, and it is your responsibility to ensure that your account is secure and that access is restricted solely to those with the required permission. You must immediately notify us in the event of unauthorised access to your account or any other breaches of security.
- 6.2. Account users should choose strong and secure passwords, and we recommend these are changed on a regular basis. Users must keep passwords confidential.
- 6.3. Account users agree not to share account credentials or give others access to your account. If and when we detect that an account is shared by multiple users, we may treat this as a security breach and suspend or terminate your account.
- 6.4. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you are in breach of these terms.
- 6.5. You agree to follow our **Acceptable Use Policy**, which is set out at the end of these terms.
- 6.6. You are responsible for all actions or activities that happen by, through or under your account, unless you report misuse.

7. Use Of The Platform

- 7.1. You must comply with the **Acceptable Use Policy** and all applicable laws and regulatory requirements, including privacy laws and intellectual property laws in using or accessing the Platform.
- 7.2. Subject to your payment of applicable fees, we give you a personal, worldwide, royalty-free, non-assignable, non-transferrable, non-sublicensable, non-exclusive and revocable licence to access and use our Platform, including any software or application as part of the services we offer. This licence is for the sole purpose of enabling you to use and enjoy the benefit of our Platform as provided by us and in the manner as permitted by these terms.
- 7.3. This licence to use our Platform will terminate if you do not comply with these terms or other additional terms or conditions imposed by us from time to time.
- 7.4. You must not copy, modify, distribute, sell, lease, loan or trade any access to the Platform or any data or information on it.

8. Your Rights

- 8.1. You retain your rights to any information or content you submit, post or display on or through the Platform (“Your Content”).

- 8.2. You are responsible for your use of your content and any consequences thereof, including any consequences of the use of your content by other users or third parties. We are not responsible or liable for any use of your content, nor the use of any content or information submitted or posted by other users or visitors.
- 8.3. You warrant that your content is not and will not infringe rights of any third parties and that you have all the necessary rights, power and authority to satisfy your obligations with regard to your content under these terms.
- 8.4. Where you choose to upload examples of policies (or policy templates) to our Policy Exchange, by doing so you understand that these will be shared with other schools for their use. It is your responsibility to ensure that the format and its contents are suitable for sharing. You can withdraw these from the Policy Exchange at any time, but we are unable to prevent schools from using any policy/ies shared where already used.
- 8.5. If you believe your intellectual property rights have been infringed, please contact us by sending an email to enquiries@schoolaspect.com.

9. Our Rights

- 9.1. All intellectual property rights subsisting in the Platform or the products or services we provide belong to us or have been lawfully licensed to us. All rights under applicable laws are hereby reserved. You must not upload, post, publish, reproduce, transmit or distribute any content or component of our Platform in any way, or create any derivative works with respect to any such content or component.
- 9.2. We may (at our discretion but are not obliged to) review content or information submitted or posted by users on our Platform. We reserve the right to remove any content which we consider as offensive, harmful, deceptive, discriminative, defamatory or otherwise inappropriate or misleading, or content that we believe may be infringing rights of third parties. We do not endorse or support any views expressed by any users on our Platform.
- 9.3. You accept we may use aggregated and anonymised data in relation to usage of your account for research and improving our product. Our findings may be publicised.
- 9.4. Our name 'Schoolaspect' and our marks and logos are our trademarks (be it registered or unregistered) and may not be used without our express prior written consent.
- 9.5. You accept that any exchange of documents by other schools, for example policy templates, are provided on an 'as is' and 'as available' basis. They are provided without guarantees or warranties. Schoolaspect makes no guarantee that the website or any of the tools are error free or that access will be continuous and uninterrupted and We accept no responsibility for, and do not guarantee, the accuracy, integrity or quality of any content or templates placed on the Schoolaspect platform by us or any third party.

10. Integrations

- 10.1. Should we integrate with third-party software to provide a full suite of functionalities to our users, we will not be responsible for any issues or loss arising from the use of any third-party software. Your access and use of the third-party software is governed by the terms of service or user agreements of that software.

11. Subscription

- 11.1. Schoolaspect is a paid-for service and payment(s) should be made in accordance with the terms of the invoice(s) sent to your organisation.
- 11.2. You will be billed in advance on a recurring and periodic basis, depending on the subscription plan agreed at the time of initial purchase (for example, annually or triennially). This can be found at the end of this Agreement.
- 11.3. Invoices should be paid by bank transfer. All payments must be made in UK pounds sterling, inclusive of applicable taxes. Cheques are accepted by prior arrangement.
- 11.4. Schoolaspect reserves the right to suspend all services until payment is received in full and all outstanding debt is cleared. We shall be entitled to charge you interest at 4% above the base rate at the relevant time of Barclays Bank plc. Such interest shall accrue daily and be compounded monthly. You are responsible for all money owed on the account from the time it was established until Schoolaspect accepts your cancellation request. You are responsible for any additional costs incurred by Schoolaspect in the collection of outstanding debt.
- 11.5. Except when required by law or otherwise stated, paid subscription fees are non-refundable. Certain refund requests for subscriptions may be considered by us on a case-by-case basis and granted at our sole discretion. For example, if an organisation permanently closes during an active subscription.

- 11.6. It is your responsibility to ensure that the Services you purchase are suitable for your requirements and we support this by offering a two (2) month guarantee. You have the right to cancel this contract within that period of your first subscription being activated without giving any reason and we will refund your subscription in full.

12. Renewal

- 12.1. At the end of each period, your subscription will automatically renew unless you, or we, cancel it. Schoolaspect reserves the right to change the Price by giving you written notice. Notice will be given by email to the email address held in your Schoolaspect account and you will be charged the new price when the service is automatically renewed at the end of the current term unless you choose to cancel. We require at least thirty (30) days notice of cancellation prior to the due date (the anniversary of your subscription).
- 12.2. Should you decide not to renew, we will assist you with the offboarding process in relation to your data and ensure that you have electronic copies of all major documents you have created within the platform. For further information see our **Privacy Policy**.
- 12.3. As our subscriptions are based on school size, this may affect your subscription on renewal should your school roll significantly decrease or increase.

13. Feedback

- 13.1. We value and welcome feedback on our Platform. You agree that we are free to use, disclose, adopt and/or modify any feedback and any information (including any ideas, concepts, proposals, suggestions or comments) provided by you to use in connection with our Platform or any products or services we offer, without any payment to you, subject to the application terms of our Privacy Policy.
- 13.2. You hereby waive and agree to waive any rights to claim for any fees, royalties, charges or other payments in relation to our use, disclosure, adoption and/or modification of any of your feedback.

14. Limitation On Liabilities

- 14.1. Some countries or jurisdictions may not allow the disclaimers in this clause, in which case these disclaimers will not apply to you.
- 14.2. To the fullest extent permitted by law, we (including our holding company(ies), subsidiaries, affiliates, directors, officers, employees, agents, representatives, partners and licensors (collectively, "Our Entities")) expressly limit our liabilities in connection with or arising out of the provision of the Platform as follows:
- 14.2.1. we provide the Platform and any products or services we offer on an "as is" and "as available" basis, and your access to or use of our Platform is at your own risk;
- 14.2.2. we give no assurance, representation or warranty of any kind (whether express or implied) about the Platform and any products or services we provide;
- 14.2.3. we do not guarantee that the information or content you find on the Platform is always accurate, truthful, complete and up-to-date;
- 14.2.4. we expressly disclaim all warranties and representations (for example, warranties of merchantability, fitness for a particular purpose, and non-infringement);
- 14.2.5. we are not responsible for any delay or disruption in our Platform or any defect, viruses, bugs or errors; and
- 14.2.6. we are not responsible for the conduct of or any content or information submitted or posted by any user of the Platform (whether online or offline).
- 14.3. To the fullest extent permitted by law, Our Entities are not liable to you or others for:
- 14.3.1. any indirect, incidental, special, exemplary, consequential or punitive damages; or
- 14.3.2. any loss of data, business, opportunities, reputation, profits or revenues, relating to the use of our Platform or any products or services we offer.
- 14.4. We do not exclude or limit our liability to you where it would be illegal to do so. This includes any of our liability for fraud or making fraudulent misrepresentation in operating the Platform or providing the products or services we offer.
- 14.5. If you are using the Platform as a consumer, in some countries or jurisdictions you may have certain legal rights as a consumer. In such cases, nothing in these terms limit your legal rights as a consumer that may not be waived by contract.

14.6. Other than the types of liabilities that we cannot limit by law, the liabilities of Our Entities to you (on aggregate) are limited to the amount you have paid us (if any) for the use of our Platform or for any products or services we offer over the last twelve (12) months.

15. Force Majeure

15.1. Schoolaspect shall not be responsible for any failure to provide any services or perform any obligation under the Agreement because of any act of God, strike, lock-outs or other industrial disputes (whether involving the workforce of Schoolaspect (or any other party) or compliance with any law of governmental or any other order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers, work stoppage, war, riot or civil commotion, equipment or facilities shortages which are being experienced by providers of telecommunication services generally, or other similar force beyond its reasonable control.

16. Your Representation

16.1. Our Platform is not intended for and may not be used by minors. By using our Platform, you represent that you are an adult and that you are able to legally enter into contractual agreements.

16.2. If you are using the Platform on behalf of an entity, by using the Platform you represent that you have the necessary rights and authority to agree to these terms (and our Privacy Policy, Acceptable Use Policy and other documents referred to herein) on behalf of that entity.

17. Indemnity

17.1. You agree to indemnify and hold Our Entities harmless from and against all liabilities, damages, claims, costs (including legal fees and costs), and expenses in connection with or arising from (i) your breach of these terms, (ii) your use of our Platform and/or (iii) any misrepresentation made by you.

17.2. You also agree to fully cooperate with us in the defence or settlement of any claim in relation to or arising out of our Platform or these terms.

18. Termination

18.1. You may terminate your subscription by contacting enquiries@schoolaspect.com no later than thirty (30) days prior to the end of your current subscription period. Should you cancel your subscription midterm you are not entitled to a pro rata refund for the remainder of your subscription.

18.2. We reserve the right to suspend or terminate your access to our Platform, if we reasonably believe:

18.2.1. you are in serious or repeated breach of these terms (including a prolonged failure to settle any payment);

18.2.2. you are using the Platform in a manner that would cause a real risk of harm or loss to us, other users, or the public;

18.2.3. we are requested to do so by government or regulatory authorities or as required under applicable laws, regulations or legal processes; or

18.2.4. our provision of the Platform to you is no longer possible or commercially viable.

18.3. In any of the above cases, we will notify you by the email address associated with your account or at the next time you attempt to access your account, unless we are prohibited from notifying you by law.

18.4. Where we consider necessary or appropriate, we will report any breach of these terms (or the **Acceptable Use Policy**) to law enforcement authorities and we will cooperate with such authorities by disclosing your identity and providing any information about you within our systems to them.

19. Entire Agreement

19.1. These terms constitute the entire agreement between any user and us in relation to the use of or any transactions on the Platform. These terms supersede and extinguish all other agreements, promises, assurances, warranties, representations and understandings between any user and us, whether written or oral, in relation to the use of or any transactions on the Platform.

19.2. You acknowledge that you will have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms.

20. Other Important Terms

- 20.1. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you do not wish to continue the contract with the transferee, you may contact us to end the contract within one (1) calendar month of us informing you of the proposed transfer and we will refund you any payments you have made in advance for any products not provided.
- 20.2. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 20.3. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 20.4. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

21. Governing Law And Jurisdiction

- 21.1. These terms are governed by and shall be construed in accordance with the laws of England and Wales.
- 21.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms.

22. Dispute Resolution

- 22.1. We wish to address your concerns without going through a formal legal process. Before filing a claim against Schoolaspect Ltd, you agree to try to resolve the dispute informally by contacting enquiries@schoolaspect.com. We will respond to you by email as soon as practicable; however a lack of response shall not be deemed to constitute any acquiescence or waiver. We will try our best to resolve the dispute informally within thirty (30) days. If the dispute is not resolved within such a period, you or Schoolaspect Ltd may bring a formal proceeding.

23. Acceptable Use Policy

- 23.1. As part of this Agreement you agree not to misuse our services ("Our Services") or help anyone else to do so. For example, you agree not to do any of the following in connection with our Services:
 - 23.1.1. use our Services for unlawful or unauthorised purposes;
 - 23.1.2. use our Services for entities other than the business entity in whose name the account is registered;
 - 23.1.3. resell any documents you have gained access to;
 - 23.1.4. resell or attempt to benefit in a commercial fashion from any content available as part of the Services;
 - 23.1.5. generate or download documents on a systematic basis that is commercially prejudicial to Schoolaspect Ltd;
 - 23.1.6. sell the Services unless specifically authorised to do so;
 - 23.1.7. probe, scan, or test the vulnerability of any system or network;
 - 23.1.8. breach or otherwise circumvent any security or authentication measures;
 - 23.1.9. access, tamper with, or use non-public areas or parts of the Services or shared areas of the Services that you haven't been invited to;
 - 23.1.10. interfere with or disrupt any user, host, or network, for example by sending a virus, trojan, worm, logic bomb, or any other material that is malicious or technologically harmful, overloading, flooding, spamming, or mail-bombing any part of the Services, or by scripting the creation of any content in such manner as to interfere with or create an undue burden on the Services;
 - 23.1.11. access, search, or create accounts for the Services by any means (automated or otherwise) other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk) or attempt to do so;
 - 23.1.12. send unsolicited communications, promotions or advertisements, or spam;
 - 23.1.13. forge any TCP/IP packet header or any part of the header information in any email;
 - 23.1.14. send altered, deceptive, or false source-identifying information, including "spoofing" or "phishing";

- 23.1.15. conduct surveys, contests, or pyramid schemes, or promote or advertise products or services without appropriate authorisation;
 - 23.1.16. abuse referrals or promotions;
 - 23.1.17. post, publish, upload, display, distribute, or share materials that are unlawful, inappropriate, profane, pornographic, obscene, indecent, libellous, defamatory, abusive, or knowingly false, and/or that infringe intellectual property rights;
 - 23.1.18. violate the letter or spirit of our Agreement;
 - 23.1.19. violate applicable laws or regulations in any way; or
 - 23.1.20. violate the privacy or infringe the rights of others.
- 23.2. You acknowledge that the above is not an exhaustive list.

24. Your Organisation's Terms of Agreement

- 24.1. Your organisation can refer to previous correspondence or request this by emailing enquiries@schoolaspect.com.
- 24.2. This is set out in Agreements from February 2024 as below.

Name of organisation		
Address		
URN		
Cost of your initial subscription. This agreement will start from the date of signature by your authorised signatory.		
Cost of your renewal. This will start 1 (or 3) years after the date this agreement is signed by your authorised signatory.	<i>You will receive an invoice approximately 60 days before the expiry of your current subscription. Payment will be due by the due date which is the anniversary of your previous subscription. If you do not wish to renew, you must notify us at least 30 days prior to the due date.</i>	
Name of authorised signatory		
Email address of authorised signatory		
Signature of authorised signatory		
Signed on (start date of agreement)		
For use by Schoolaspect		
Signed by		
Date		