

Services For Education

TERMS AND CONDITIONS OF BUSINESS 2020/21 – SCHOOL SUPPORT PRODUCTS

September 2020

Services For Education Limited

Registered Number: 07739831

Registered Charity in England and Wales: 1148848

Registered Address:

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These terms and conditions form the basis of the contract between Services For Education and Customers. Customers are subject to and agree to be bound by these terms and conditions.

In these terms and conditions the following definitions apply:

Services For Education means the charitable company Services For Education Limited (company number 07739831) which provides the School Support Service and its products. References to “SFE”/“we”/“our” are to Services For Education.

Customer means any individual to whom Services For Education supplies its School Support products and services, and includes individuals who attend Events as delegates. References to “you”/“your” are to the Customer.

Event(s) means any face-to-face, centre-based or live streamed courses or training.

Pre-recorded Digital Content means downloadable content made available to Customers by Services For Education, either for free or to purchase.

Personal Data means the Customer’s name(s), address, telephone number, email address and payment details.

Website means <https://www.servicesforeducation.co.uk>

Membership means a subscription to our safeguarding resources.

Member means a Customer who has a valid Membership.

Bespoke In-House Events means bespoke events, training and support which can be provided in a Customer’s own setting.

Trainer means a representative of Services For Education who arranges and delivers Bespoke In-House Events.

1. PAYMENT TERMS

- 1.1. An invoice for an Event booking will be issued to the Customer within 14 days of booking.
- 1.2. Payment must be made within 30 days of receipt of an invoice. Non-payment within this period will result in cancellation of the Event place.

2. SUBMISSIONS AND ACCEPTANCE OF APPLICATIONS

- 2.1. All Event bookings are to be made via our Website.
- 2.2. Event bookings are processed on a first come first served basis.
- 2.3. Customers will receive confirmation of Event bookings and relevant details by e-mail at the point of booking.

3. CANCELLATION BY THE CUSTOMER

- 3.1. Any cancellations for Events must be confirmed in writing by emailing hello@servicesforeducation.co.uk

- 3.2. In the event of written cancellation made in accordance with clause 3.1, refunds shall be issued as follows:-
 - 3.2.1. Written cancellations made before 4 weeks prior to the agreed date of the Event will receive a refund for 100% of the invoice amount.
 - 3.2.2. Written cancellations made between 4 weeks and 2 weeks prior to the agreed date of the Event will receive a refund for 50% of the invoice amount.
 - 3.2.3. Written cancellations made less than 2 weeks before the agreed date of the Event will not be entitled to any refund.
- 3.3. Services For Education operates an Event booking 'cooling off' period of 14 days from the date of the booking. During this period you may cancel your booking at no charge in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. At the end of this period, cancellation charges will be applied in line with clause 3.2.
- 3.4. Non-attendance at any Event shall be charged at full price and the Customer will not be entitled to any refund.

4. CANCELLATION BY SERVICES FOR EDUCATION

- 4.1. Services For Education reserves the right to amend or cancel Events should it, for whatever reason, be unable to deliver the advertised Event. In these circumstances, Services For Education will endeavour to provide as much notice as possible. Where alternative dates are available, bookings will be automatically moved across to the earliest possible new date and delegates notified accordingly. Should this new date not be appropriate, a full refund will be given to Customer. If no alternative date is available a full refund will be given to Customer.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All training materials and resources provided in connection with all Events are protected by copyright, database rights, trademarks and other intellectual property rights. No right to use or license of any such intellectual property rights is granted to Customers except as explicitly set out in these Conditions.
- 5.2. By booking an Event, Customers agree:
 - 5.2.1. Not to share passwords and login details to Events.
 - 5.2.2. Not to share downloadable resources.
 - 5.2.3. Not to share training materials.
 - 5.2.4. Not to film or audio record the Event.
 - 5.2.5. Not to use any photographs of slides and course materials other than for individual personal use.
 - 5.2.6. Not to share any photographs of slide and course material in any format whatsoever.

6. ORDERING PRE-RECORDED DIGITAL CONTENT

6.1. Where an order for Pre-recorded Digital Content is made through our Website, the following terms and conditions apply (regardless of whether the Pre-recorded Digital Content is free or paid for):

6.1.1. You must read the following statement, agree to it, and tick the relevant box when buying the Pre-recorded Digital Content: *'I hereby consent to immediate performance of this contract when clicking on the 'pay now' button and acknowledge that I will lose my right of withdrawal from the contract once the automatic download of the digital content has begun'*.

6.1.2. Once an order has been placed, we will acknowledge the order by email. This acknowledgement does not, however, mean that your order has been accepted.

6.1.3. We may contact you to say that we do not accept your order. This is typically for the following reasons:

- the Pre-recorded Digital Content is unavailable;
- we cannot authorise your payment;
- you are not allowed to buy the Pre-recorded Digital Content from us;
- we are not allowed to sell the Pre-recorded Digital Content to you; or
- there has been a mistake on the pricing or description of the Pre-recorded Digital Content.

Please note that, if you are under the age of 18, you are not permitted to purchase Pre-recorded Digital Content from the site and your order will be rejected.

6.1.4. You will receive a confirmation email if your order for Pre-recorded Digital Content is accepted. At the point a confirmation email is sent by us, a legally binding contract is entered into between Services For Education and the Customer.

6.1.5. Once a confirmation email has been sent to you by us in accordance with clause 6.1.4, you have no right to cancel the order.

7. PERMISSION TO USE THE PRE-RECORDED DIGITAL CONTENT

7.1. When you purchase Pre-recorded Digital Content from us in accordance with clause 6, you will not own it. Instead, Services For Education will grant you permission to use it (also known as a 'licence') at the time of purchase, providing it is used in accordance with the terms set out in clauses 7.2 and/or 7.3.

7.2. Free Pre-recorded Digital Content:

7.2.1. can be used wherever you want in the world but only if you comply with local laws.

7.2.2. is non-exclusive to you. We may supply the same or similar digital content to other users.

- 7.2.3. may be shared, copied or redistributed by you in any medium or format, download as long as the resources are attributed appropriately, including providing a link to the Services For Education website.
- 7.2.4. may not be:
- modified by you;
 - distributed or sold by you to any third party; or
 - used for any commercial purposes.
- 7.2.5. contains information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.

7.3. Paid Pre-recorded Digital Content:

- 7.3.1. can be used wherever you want in the world but only if you comply with local laws.
- 7.3.2. is non-exclusive to you. We may supply the same or similar digital content to other users.
- 7.3.3. may be used on multiple PCs connected to the same IP address, where a site licence is granted by Services For Education.
- 7.3.4. may not be:
- copied by you except for a reasonable number of necessary back-ups;
 - modified by you; or
 - distributed or sold by you to any third party.
- 7.3.5. information which is owned by us or third parties or both. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 7.3.6. Except where you have permission to use the digital content, you will not obtain any rights of ownership or other rights (of whatever nature) in the digital content or in any copies of it.

8. LIVE STREAMED EVENTS

- 8.1. Where an Event is to take place by way of live streaming, it shall be delivered using one of the following platforms:
- 8.1.1. Office 365 platform, using the Meetings function of the (free) Microsoft Teams App (the App), available for iOS, Android and PC/Laptop devices (<https://www.microsoft.com/en-gb/microsoft-365/microsoft-teams/download-app>);
- 8.1.2. GoToMeeting using App (the App), available for iOS, Android and PC/Laptop devices (<https://www.gotomeeting.com/en-gb>); or

- 8.1.3. GoToWebinar using App (the App), available for iOS, Android and PC/Laptop devices (<https://www.gotomeeting.com/en-gb/webinar/join-webinar>).
- 8.2. Apps must be downloaded onto a suitable device.
- 8.3. For live online training Services For Education is under no obligation to provide a refund in the event of customer absence or failure to attend due to delegate's technical difficulties, hardware, software or connection interruption or breakdown.
- 8.4. Login details are specific to the Customer and must not be shared. Attendees will be checked against the Event register and any attendees not booked onto the Event at the start time will be charged the full course fee immediately. If non booked attendees increase the delegate numbers to beyond the event capacity they will be charged but also required to leave the session immediately.
- 8.5. In the event of a substitute delegate attending the Event then SFE should be notified in writing prior to the Event at hello@servicesforeducation.co.uk

9. MEMBERSHIP OF SAFEGUARDING SUBSCRIPTION SERVICE

- 9.1. Membership is arranged via our Website.
- 9.2. All Memberships are for a period of 365 days.
- 9.3. If we accept your order for Membership, we will issue you with an invoice and an email confirmation. The issuing of this confirmation email by us forms a binding contract between Services For Education and you on the terms set out in these Terms and Conditions and the Membership Order Form. Invoices are payable within 30 days.
- 9.4. If, for any reason, you decide the Membership is not suitable and you wish to cancel your membership, please provide notice of cancellation in writing to hello@servicesforeducation.co.uk within 14-days of receipt of your invoice and quote your invoice and order detail to be issued with a refund. Any Membership order cancelled after the 14 day period will not be refunded.
- 9.5. We will email you 1 month in advance of your Membership renewal date to put you on notice that your Membership will automatically terminate if not renewed. Renewal can be actioned through this notice email.
- 9.6. If you arrange Membership on behalf of other Members (for example, you are an administrator signing up a school and its teachers), the organisation you are signing up on behalf of will be responsible for all use of the Website and Membership resources by those other Members. Membership belongs to the organisation you are signing up on behalf of (for example, the school) and all log-in details provided to access the Membership resources are issued to individual Members on behalf of that organisation. If an individual moves on (for example, moves to another school), that Member's login must be disabled and can no longer be used by that individual. For the avoidance of doubt, Membership for organisations are typically for the use of its employees (i.e. teaching or academic staff) only and not for the use of students.
- 9.7. By becoming a Member, you agree not to distribute Member only resources to non-Members for any purpose, unless you have our explicit written permission.

9.8. Members are not permitted share their own login details.

10. VOUCHERS

10.1. At the commencement of Membership, a defined number of vouchers (as per outlined in the product description) will be issued to the organisation.

10.2. A Customer to whom a voucher has been issued may apply the voucher to Events both during the period of their Membership and the period after which Membership has expired.

10.3. If Membership is cancelled within the 14 day 'cooling-off' period in accordance with clause 9.7, any discounts applied to Events purchased during this period will be invalidated, and the Customer will be invoiced for the full Event fee.

10.4. If Services For Education cancels an Event to which a discount voucher has been applied, the discount voucher will be re-credited to the Customer and will be available to apply to a new Event within the Membership range

10.5. Vouchers have no cash redemption value and cannot be exchanged.

10.6. We accept no responsibility for lost or stolen vouchers.

11. ADDITIONAL TERMS OF USE

11.1. By using our Website, you are agreeing to be bound by these Terms and Conditions and by our Privacy Policy. We may amend these Terms and Conditions or our Privacy Policy at any time by posting changes on the Website, and without giving you prior notice. If you continue to use the Website or continue your Membership after we have posted any change to these Terms and Conditions or our Privacy Policy, you will be agreeing to any such changes.

11.2. We may, from time to time, monitor or record any use that you or anyone else makes of this Website. Sample calls will be made to Members to ensure usage is in line with the terms and conditions.

11.3. You must not attempt to circumvent the security features of the Website, or tamper with, hack into, or in any other way disrupt or disable any computer system, server, website, router or other device used to host the Website or the Services or make them available.

12. PERSONAL DATA

12.1. Services For Education will use the Customer's Personal Data to process your booking.

12.2. Subject to clause 12.1, we will only use your Personal Data in accordance with our privacy notice which is available to view on our website at:
<https://servicesforeducation.co.uk/privacynotice>

12.3. Our privacy notice also contains details of your right to withdraw your consent, to update your preferences, to request further information and to make a complaint.

13. COMPLAINTS

- 13.1. If you are dissatisfied with any aspect of the Event or service provided, level of customer service or Services For Education's performance of this agreement, please send your complaint to the Head of School Support in writing by emailing: hello@servicesforeducation.co.uk. Any determination made by Services For Education arising from the Terms shall be final.
- 13.2. If your complaint is not resolved by us, or if you remain dissatisfied, you may use the Online Dispute Resolution service which provides alternative dispute resolution. You are not obliged to use this service and it does not affect any other rights or remedies that you may have, but it is free to use and may assist you in resolving your dispute quickly and easily. The service may be accessed via the following link:
<https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>

14. BESPOKE IN-HOUSE EVENTS

- 14.1. In addition to Events organised by Services For Education, we offer Bespoke In-House Events.
- 14.2. Enquiries regarding Bespoke In-House Events should be made by emailing hello@servicesforeducation.co.uk
- 14.3. Details of delivery of Bespoke In-House Events are to be negotiated by the Trainer and the Customer.
- 14.4. By booking a Bespoke In-House Event, Customers agree to:
 - 14.4.1. Provide an appropriate training space and equipment as required, including internet access when required;
 - 14.4.2. Provide an accurate register of attendees to the Trainer before the end of the Bespoke In-House Event for the purpose of billing;
 - 14.4.3. Inform the Trainer of any other schools or settings present in the Bespoke In-House Event in addition to those from the Customer's setting, prior to the specified input;
 - 14.4.4. Ensure all materials provided in connection with the Bespoke In-House Event are not shared outside of the Customer's setting without explicit permission from the Trainer;
 - 14.4.5. Ensure attendees do not film or audio record the training session;
 - 14.4.6. Ensure that attendees who take photographs of slides and course materials do so only for individual personal use and do not share within or external to the organisation either as a hard or electronic copy.
- 14.5. In addition please note:
 - 14.5.1. Bespoke In-House Events are charged on a per attendee rate. Prices quoted at the time of booking are indicative, and the final charge may increase following the submission of an attendee register after the session if additional attendees took part.

14.5.2. If fewer attendees attend the Bespoke In-House Event than quoted for then the Customer will still be required to pay the quoted price as a minimum payment.

14.5.3. All materials, both electronic and hard copy, used in connection with the Bespoke In-House Event are the intellectual property of, and copyright by, Services For Education and as such must not be reproduced without permission.

14.6. Cancellation of a Bespoke In-House Event

14.6.1. Any cancellations must be confirmed in writing by emailing:
hello@servicesforeducation.co.uk

14.6.2. Written cancellations made more than 4 weeks prior to the agreed date of the Bespoke In-House Event will not be charged.

14.6.3. Written cancellations made less than 4 weeks, but no less than 2 weeks, before the agreed date of the Bespoke In-House Event will remain liable for 50% of the invoice amount.

14.6.4. Written cancellations made less than 2 weeks before the date of the Bespoke In-House Event will remain liable for the full invoice amount.

14.6.5. Services For Education operates a booking 'cooling off' period of 14 days from the date of the order being placed. During this period you may cancel your booking at no charge in line with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. At the end of this period cancellation charges will be applied in line with the above terms and conditions. If the Bespoke In-House Event takes place within the 14 day "cooling off" period then the right to cancel will be lost.

14.6.6. Invoices for Bespoke In-House Events will be issued within 7 days of delivery of the event. Where a sequence of Bespoke In-House Events have been booked, an Invoice for full payment for all events will be issued within 7 days of the first event. Payment must be made within 30 days.

14.7. Cancellation by Services For Education

14.7.1. If, for whatever reason, Services For Education are unable to deliver the Bespoke In-House Event on the agreed date(s), Services For Education undertakes to notify the Customer as soon as possible and arrange an alternative date. If a new delivery date is not possible then any charges or fees will be negated.