

Terms & Conditions

BETWEEN:

(1) COMPLETE EDUCATION SOLUTIONS LTD, whose registered office is Fairfield House, 104 Whitby Road, ELLESMERE PORT, Cheshire, CH665 0AB and is hereinafter referred to as 'COMPLETE EDUCATION SOLUTIONS LTD' ; and (2) You the community described below and hereinafter referred to as the 'Community' or 'You'.

WHEREAS:

(A) Complete Education Solutions Ltd agrees to provide login details, online learning platform services, data backup and support to the Community, in consideration the Community is willing to acquire and pay for those Services, subject to the provisions of this Agreement.

Definitions and status of terms

- The following terms shall have the following meanings:
 - "Acknowledgement" means the email confirmation that confirms your order;
 - "Account Holders" refers to Community users who register directly via the Services;
 - "Administration Tools" means administration and reporting tools made available to the Community via online access as part of the Service delivery;
 - "Community Members" refers to pupils (specifically, name, Date of Birth, Class and Year), Staff (Name, Date of birth and email address) and imported/registered parent details (Specifically, Name, Date of Birth, mobile number and email address) of the community (School or Club).
 - "Community" means the purchaser/operator of the service, who has been allocated an iPAL account/facility by Complete Education Solutions Ltd;
 - "Community Information" means the data requested by Ltd and/or information requested by Complete Education Solutions Ltd/Payment Scheme Facilitators (Visa/MasterCard/HMRC) to satisfy Know-Your-Client (KYC) requirements in force at the time;
 - "Data Protection Laws" means the Data Protection Act 1998 and any other applicable data protection or privacy laws or regulations, including laws governing the use of personal data in connection with electronic communications and equivalent applicable laws in any jurisdiction, in each case as amended, replaced or updated from time to time;
 - "Fee" means the charges set out in the relevant Schedule payable by you the Customer;
 - "Intellectual Property Rights" means all vested contingent and future intellectual property rights including goodwill, reputation, rights in confidential information, copyright,



trademarks, logos, service marks, devices, plans, models, diagrams, specifications, source and object code materials, data and processes, design rights, patents, know-how, trade secrets, inventions, set-up, database rights (whether registered or unregistered) and any applications or registrations for the protection of these rights and all renewals and extensions thereof existing in any part of the world whether now known or in the future created;

- "Password(s)" means such personal identification name(s) or number(s) as may be allocated to the Community initially by Complete Education Solutions Ltd on commencement of the Services to allow access by the Community to the Admin tools which should be changed thereafter and from time to time the Community administrator;
- "Payment Services" means the provision of online transactional services that allows parents to purchase services using Debit/Credit card, Cash, or Voucher;
- "Renewal Date" refers to the renewal date specified in the order confirmation email sent to the Community upon first subscription;
- "Services" refers to the usage of the digital platforms provided by Complete Education Solutions including but not limited to: iPAL, iPEPLANNER, iKIT, iTEACH, iRATE, iSIGN by the Community, including, without limitation, communication services, online payment processing and related maintenance services;
- "Usernames" means usernames for the use of the Services as allocated to the Community by Complete Education Solutions Ltd from time to time;
- "Websites" meaning the sites owned and operated by Ltd

Complete Education Solutions

By ordering use of Services from Complete Education Solutions Ltd you agree to abide by and accept these terms and conditions. We may update and amend the terms for use of our platforms and your continued use of the Services will constitute your acceptance of such updated or amended terms. In the event of any conflict between these terms and the terms on our websites the terms on our websites shall prevail.

Accepting these terms and conditions shall form a binding contract between you and Complete Education Solutions Ltd and your acceptance shall be deemed to have occurred upon you ordering or using any of the Complete Education Solutions Ltd.

Your Protection/Privacy

Complete Education Solutions Ltd guarantees that it will not sell or rent any Community or parent information as defined under the Data Protection Act 1998 ("Personal Data") to any third party for any reason, outside of the use of its Websites.

Our privacy policy forms part of this Agreement and is hereby incorporated by reference.



Complete Education Solutions Limited

Fairfield House, 104 Whitby Road, Ellesmere Port, Cheshire CH65 0AB

www.completeeducationsolutions.uk / support@completeeducationsolutions.uk

Registered in England and Wales with company number 10631033

Your Responsibilities; you hereby agree:

1. To accept full responsibility for all information provided by you or under your Username(s) and Password(s);
2. To maintain the confidentiality of your Username(s) and Password(s);
3. NOT to allow your Username(s) and Password(s) to be used by any third party for the purposes of accessing and copying the Services, or for using it for the development of a competitive product or reverse engineering any part of the Services;
4. To use the Services strictly in accordance with this Agreement;
5. Not to use the Services outside of the educational and club marketplace i.e. for any business or commercial purposes;
6. Not to publish any information found on the Services without the written permission of Complete Education Solutions Ltd.

Our Rights

Complete Education Solutions Ltd reserves the right to suspend and/or terminate your use of and access to any or all the Services for any breach or suspected breach of this Agreement at its sole discretion without liability to you;

Information from the Services may only be reproduced with the prior written consent of the authorised personnel of Complete Education Solutions Ltd.

The designs, code, graphics, trademarks, banners, logos and other marks appearing on the Services are and shall remain the property of Complete Education Solutions Ltd. Any rights not expressly granted to you in respect of such rights are hereby reserved.

Operation of Services

Complete Education Solutions Ltd reserves the right to withdraw or modify any and all elements of the Services where there are legal or technical reasons to do so.

Complete Education Solutions Ltd also reserves the right to require you to change your Username(s), Password(s) or other information facilitating access to the learning platform whether for security or any other reasons.

Additional Services

Complete Education Solutions Ltd, its partners and associates may from time to time add to the Services offered pursuant to this Agreement and via the Website from time to time.



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Use of any additional Services may be subject to additional terms and conditions which you will be required to agree to before you are able to access such Services.

Such terms and conditions will be notified to you either by being made available on the Services or in such other manner as may at its sole discretion reasonably determine (email, postal mail, fax or other electronic delivery mechanism).

Complete Education Solutions Ltd reserves the right to discontinue, delete and change the content for purposes of the Services from time to time.

Complete Education Solutions Ltd may also from time to time offer new and separate Services. Use of such additional Services may be subject to separate Service descriptions and terms and conditions.

Username and Passwords

Complete Education Solutions Ltd shall allocate such Username(s) and Password(s) to the Community as deemed necessary in order to allow access to and use of the Services. The Community shall always comply with the conditions of use of Usernames and Passwords as specified herein or as otherwise notified to the Community from time to time.

Complete Education Solutions Ltd may withdraw a Username and Password and allocate a new Username and Password to the Community where there is reason to believe such Username or Password has been discovered and/or used by a person without the knowledge, consent or permission of the Community and on such other occasion as Complete Education Solutions Ltd shall deem necessary in its reasonable opinion.

Complete Education Solutions Ltd shall change the Username(s) and Password(s) where the Community requests a change to the Username(s) and Password(s) and reserves the right to withdraw the Username(s) and Password(s) from the Community where, in its opinion, there are reasonable grounds for believing the Community has not complied or is not complying with this Agreement or if this Agreement or any part of this Agreement is terminated or suspended for any reason.

It is the Community's responsibility to keep any Username and Password allocated to the Community safeguarded and to treat the same confidential and personal to the Community. The Community undertakes to notify i Complete Education Solutions Ltd. Complete Education Solutions Ltd forthwith upon it become aware that any Username(s) or Password(s) have or may have become known to an unauthorised third party.



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Access to the Services by the Community may only be gained using the Community's Username and Password. The Community is responsible for all access and use of the Admin tools where such access and use is obtained through the use of the Community's Username and Password, irrespective of whether such access and use has been authorised by the Community.

Intellectual Property

Complete Education Solutions Ltd is the non-exclusive licensee of all Intellectual Property Rights in the Services (and any product of the Services).

Neither this Agreement nor any licence or sub-licence granted under this Agreement shall be construed to convey or transfer any ownership or proprietary interest in any Intellectual Property Rights in the Services (or any product of the Services) to the Community or any third party.

The Community shall not:

- decompile or reverse-engineer any software used to provide the Services, or assist or procure any person to decompile or reverse-engineer software used to provide the Services, or provide information to any person about de-compilation of the software for any purpose; or
- embed any part of the software forming part of the Services into any other product or software, without Complete Education Solutions Ltd's prior written consent.

The Community agrees that:

- It will not sell, license, lease, rent, loan, lend, transmit, network, or otherwise distribute or transfer the Services in any manner to third parties; and
- It will safeguard access to the Service through the appropriate use of systems not limited to software firewalls, virus control systems, wireless security and physical access control systems.

The Community undertakes throughout the Term:

- Not to misuse any Intellectual Property Rights in the Services (or in any product of the Services);
- Not to cause or permit anything which may damage or endanger the Intellectual Property Rights in the Services (or in any product of the Services) or assist or allow others to do so; and
- To indemnify Complete Education Solutions Ltd for any liability incurred by Complete Education Solutions Ltd to third parties for any use by the Community of the Intellectual Property Rights in the Services (or in any product of the Services) otherwise than in accordance with this Agreement.

Warranty

Complete Education Solutions Ltd does not warrant that the functions of the Services will meet any requirements or that their operation will be entirely error-free or that all defects are capable of correction



or improvement. Except as set out in this Agreement, all conditions, warranties and representations, expressed or implied by (i) statute, (ii) common law or (iii) otherwise, in relation to the Services are excluded. In the absence of fraud, no oral or written information or advice given by Complete Education Solutions Ltd or its agents or licensees shall create a warranty or give rise to any other liability other than as is given in this Agreement.

The Community acknowledges that the operation of the Services depends on services provided by telecom and internet connection operators and, by their nature, may from time to time be adversely affected by data traffic volumes, atmospheric conditions, causes of interference and may fail or require maintenance without notice. Complete Education Solutions Ltd does not warrant third party services.

Data Protection

To the extent that Complete Education Solutions Ltd processes personal data of Account Holders, members and any prospective Customers of the Community on behalf of the Community, Complete Education Solutions Ltd shall:

- Do so only on the instructions of the Community (except to the extent that it is required to do otherwise by law or regulation); and
- Have in place appropriate technical and organisational security measures to protect those data against unauthorised or unlawful processing and accidental loss, destruction or damage.
- The Community shall comply with the Data Protection Laws in processing personal data of Account Holders, members and any prospective customers of the Community in connection with this Agreement and shall indemnify Complete Education Solutions Ltd against each loss, liability and cost arising as a result of a failure to do so.

Liability

Complete Education Solutions Ltd shall not be liable for any content or information created or transmitted by the Community. Neither party is liable to the other party, whether for negligence, breach of contract, misrepresentation or otherwise, for:

- Loss or damage incurred by the other party as a result of third-party claims;
- Loss of profit, goodwill, business opportunity or anticipated saving suffered by the other party; or
- Indirect or consequential loss or damage suffered by the other party.
- Neither party limits its liability with respect to any claim for death and/or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or in any other circumstances where liability may not be limited under any applicable law.
- Neither party shall be liable to the other in respect of any breach of this Agreement caused by revocation or alteration of any licence, permission or authorisation governing the operation of the Services, or internet and telephone connections.

- The invalidity, illegality or unenforceability of a provision of any clause of this Agreement does not affect or impair the continuation in force of the remainder of the clauses of this Agreement.
- The Community shall indemnify and keep indemnified Complete Education Solutions Ltd from and against all losses, costs (including legal and other professional costs and expenses), penalties, payments or liabilities whatsoever arising out of or in connection with:
- Any claim being made or defence raised against Complete Education Solutions Ltd by any third party where such a claim or defence is a direct or indirect result of any act or omission on the part of the Community;
- The Community's negligence, default or breach of the terms of this Agreement;
- A breach by the Community of Data Protection Laws
- Any fraud or attempted fraud by the Community or any of the Community's employees or agents;
- Any loss of goodwill, business, or reputation suffered by Complete Education Solutions Ltd as a result of a Community's default or negligence; or
- Any community's access or abuse of the Services.

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, SERVICES AND THEIR CONTENT ARE PROVIDED "AS IS" AND COMPLETE EDUCATION SOLUTIONS LIMITED DISCLAIMS, AND YOU WAIVE, ANY WARRANTIES, EXPRESSED OR IMPLIED, AS TO THE COMMUNITY ABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, NON-INFRINGEMENT OR ANY OTHER WARRANTY, CONDITION, GUARANTEE, OR REPRESENTATION RELATED TO THE WEBSITE AND ITS CONTENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

THE FUNCTIONS, MATERIALS AND CONTENT OF THE BOOKING AND PAYMENT NOT WARRANTED TO BE UNINTERRUPTED OR WITHOUT ERROR, AND COMPLETE EDUCATION SOLUTIONS LTD AND ITS PROVIDERS DO NOT WARRANT THE ACCURACY, CURRENCY OR RELIABILITY OF INFORMATION ON THE SERVICES

YOU ASSUME THE ENTIRE RISK AND COST OF REPAIRS OR CORRECTIONS TO YOUR HARDWARE OR SOFTWARE DUE TO THE USE OF THE SERVICES.

YOUR USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK.

COMPLETE EDUCATION SOLUTIONS LTD AND THE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AGENTS OR AFFILIATES OF COMPLETE EDUCATION SOLUTIONS LTD SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTIES FOR ANY DAMAGE TO YOUR COMPUTER FROM USE OF THE WEBSITE OR FROM ANY VIRUSES, OR FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE (INCLUDING WITHOUT LIMITATION LOST PROFITS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OR NONPERFORMANCE OF THE WEBSITE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUES, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS EVEN IF COMPLETE EDUCATION SOLUTIONS LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

Subscriptions, Payments, Trials and Refunds

Upon receipt of order an invoice will be issued to the Community for the subscription (annual or multi-year) plus any other charges due from the Community to Complete Education Solutions Ltd.



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Payment is required within 30 days of the date of the invoice.

Complete Education Solutions Ltd offers no refunds of subscriptions or cancellations.

Should the Service not be used for whatever reason, Complete Education Solutions Ltd shall not be responsible for this lack of use and no refund will be payable.

Subscription renewal invoices will be automatically sent to the Community on or around the renewal date.

Details of charges can be found on the appropriate sections of the learning platform.

We reserve the right to revise or introduce charges for any Service provided at our discretion, but any intent to charge will be notified 30 days prior to any introduction or variation unless enforced by a third party i.e. legal requirement.

From time to time we may offer trials of our Services for a specified period without payment (a "Trial"). Complete Education Solutions Ltd reserves the right, in its absolute discretion, to determine customer eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

Late Payment Surcharge

Unless otherwise agreed in writing Complete Education Solutions Ltd operates a strict 30 days payment term. Where payment of invoices is made later than 30 days, we reserve the right to levy additional charges according to the following schedule;

- Invoices paid between 31 days and 60 days from invoice date will incur a surcharge of 5% of the invoice total.
- Invoices paid between 61 days and 90 days from invoice date will incur a surcharge of 10% of the invoice total.
- Invoices paid between 91 days and 120 days from invoice date will incur a surcharge of 15% of the invoice total.
- Invoices paid more than 121 days after invoice date will incur a surcharge of 25% of the invoice total.

Subscription Cancellation

Notice of cancellation must be made in writing on letter headed paper and sent Recorded Delivery giving notice as follows:

- For annual subscription no less than 30 days written notice in advance of the Renewal Date.



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Failure to provide the required notice will mean that the subscription for the following year(s) will be payable in full.

We may terminate this Agreement at any time if you are in breach or we reasonably suspect that you are in breach of any of the terms of this Agreement.

Warranties

You warrant and represent that:

- You shall abide by the terms of this Agreement;
- You are entitled to register for and use the Service;
- You will not take any action which would derogate Complete Education Solutions Ltd rights in and to their Intellectual Property Rights or content;
- You will not infringe the Intellectual Property Rights of third parties when using the Services;
- You will not violate any laws in your use of information on the Services;
- You will not interfere in the business of Complete Education Solutions Ltd by posting information that violates the rules outlined above or by attempting to divert traffic from the Website.
- You shall indemnify and hold harmless and, at Complete Education Solutions Ltd's request, defend Complete Education Solutions Ltd, its directors, officers, shareholders, employees, agents, affiliates and owners (each an "Indemnified Party") from and against all claims, proceedings, damages, injuries, liabilities, losses, costs and expenses (including reasonable legal costs) arising out of any claim by any third party resulting from any breach of your obligations, representations, warranties or covenants set forth in this Agreement.
- You shall reimburse each Indemnified Party on demand for any reasonable costs, expenses and liabilities incurred by such Indemnified Party to which this indemnity relates.

General

The Services may contain links to other websites. Complete Education Solutions Ltd does not endorse any other website and is not liable for any loss or damages related to the content, products or services available through those websites. If you have any problems or concerns regarding other websites, please contact their learning platform administrator or platform master directly.

This Agreement shall for all purposes be governed by and construed in accordance with the laws of England and Wales and you hereby submit to the exclusive jurisdiction of the courts of England.

These terms and conditions are severable. If any provision of these terms and conditions is determined to be unenforceable or invalid, such determination shall not affect the validity and enforceability of any other remaining provisions.



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The licence to use the learning platform granted in these terms and conditions shall terminate automatically without notice if you fail to comply with any of the provisions.

Save as expressly provided in this Agreement the Contract (Rights of Third Parties) Act 1999 shall not apply.

This Agreement is the entire understanding between us regarding your access to, license and use of the learning platform and their content and supersedes any prior agreements, statements or representations with respect to the same. Nothing in this clause shall be construed as excluding liability for fraudulent misrepresentation.



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