

EqualiTeach E-Learning Terms and Conditions

Supply

EqualiTeach's online course provision is hosted on its Empowered website, designed in WordPress.

EqualiTeach endeavours to supply clients with the highest quality products and services as described on our websites, promotional material and/or sales proposals.

Any changes in the services, products or other elements quoted for or agreed will become effective only upon written agreement of each party. The client will provide EqualiTeach in a timely manner all assistance and information which EqualiTeach may reasonably request for the performance of the services. EqualiTeach will not be liable for delays in the performance of services caused by delay or failure to provide this information to EqualiTeach.

Registration

Clients will be registered for EqualiTeach e-Learning courses once a registration form is submitted and, for charged courses, once payment has been received.

All information provided by the client must be true and accurate at the point of registration. In the event of a change of circumstances such as number of users registered, phase of education or change of contact details, the client must notify EqualiTeach by email or in writing so that our records are up to date.

Unless otherwise agreed with EqualiTeach, all users will have access to the course and any associated resources for 30 days from the point of payment, or registration if courses are provided free of charge.

Group registrations can be made on behalf of a group of schools or organisations, for example, by a Multi-Academy Trust, a Teaching School Alliance or other group. In the case of group registration, each school or organisation would have a lead person, who sets up an account and then shares that with their colleagues with the url provided in their Account page.

Payment and Cancellation

Charges for the services will be as described in the relevant quotation (either on the EqualiTeach website or in a sales proposal) and amendments subsequently agreed in writing. Unless otherwise agreed between the parties in writing, clients must pay in advance of the service by EqualiTeach to the client.

All payments are due upon registration onto the e-learning platform. Individual payments will be processed online via Stripe. Group registrations will be invoiced.

Invoices are due to be paid within 30 days from the date of invoice. Payment may be made via BACS (direct bank transfer) or cheque.

Please note that EqualiTeach products and services attract VAT. This will be clearly stated.

Cancellation of Orders

The client has the right to cancel their order should EqualiTeach read the Terms and Conditions of the sale.

Termination of Contract

EqualiTeach reserves the right to withdraw registration if the client puts the organisation into disrepute.

Intellectual Property

Unless otherwise stated, all intellectual property rights for all materials of EqualiTeach online courses, promotional materials and all other communications belong to EqualiTeach.

Material on publicly accessible sections of the EqualiTeach e-learning pages or emailed to clients may be shared with non-clients subject to the sharer informing the recipient that the material is owned by EqualiTeach.

EqualiTeach e-learning pages contain material which is owned by or licensed to EqualiTeach. Reproduction is prohibited other than in accordance with the following copyright notice:

EqualiTeach's copyright and other intellectual property rights are protected by UK laws. Unauthorised use of EqualiTeach's e-learning content may give rise to a claim for damages and/or be a criminal offence.

The client is permitted to download and print extracts from EqualiTeach's e-learning courses for personal, non-commercial use, for private study or teaching purposes, provided in each case that:

- Copyright and source indications are also printed and copied.
- No modifications are made to the materials and they are not used as part of any other publication.
- Materials are not used in a derogatory or misleading context.
- Materials are not used in a manner which may damage EqualiTeach's reputation or otherwise be harmful to the organisation.

No other use of material may be made without first obtaining written permission from EqualiTeach. Unless written permission is obtained, the client must not:

- Incorporate any material from the courses in any other work or publication, whether in hard copy or electronic form
- Make any commercial use or publication of any material from the courses.

In registering on the e-learning platform(s), the client agrees to only use the courses in a manner that complies with all applicable laws and regulations, is consistent with these Terms and does not infringe the rights of anyone else, nor restrict or inhibit their use and enjoyment of the courses. EqualiTeach reserves the right to deny any user access of the e-learning platform without prior notice.

The client must not post or transmit to the online courses any material:

- That is knowingly false or misleading, defamatory, illegal, abusive, vulgar, hateful, blasphemous, discriminatory, pornographic, of a sexual nature, threatening or invasive of a person's privacy.
- Which the client does not own or for which the client has not obtained all necessary licences and/or approvals.
- Which is technologically harmful (including, without limitation, computer viruses, Trojan horses, worms, corrupted data and other malicious software or harmful data.)
- Impersonating any person or entity or falsely stating or otherwise misrepresenting the client's affiliation with anyone or any entity.

Disclaimers

Neither EqualiTeach nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on EqualiTeach's e-learning pages for any particular purpose. The client acknowledges that such information and materials may contain inaccuracies or errors and EqualiTeach expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law.

The client's use of the information or materials is entirely at their own risk, for which EqualiTeach is not liable.

EqualiTeach makes every effort to check and test material at all stages of production. EqualiTeach encourages the client to run anti-virus programmes on all

materials downloaded from the internet. EqualiTeach does not accept responsibility for any loss, disruption or damage to the client's data and/or computer system which occurs whilst using material derived from the e-learning pages.

EqualiTeach's online courses may contain links to third party websites. Such links are provided for the client's convenience to provide further information. EqualiTeach is not responsible for the content nor does the inclusion of the link imply endorsement of the material on those websites or any association with their operators. Linked websites are accessed entirely at the client's own risk.

Warranty/Limitation of Liability

EqualiTeach shall not be liable for any indirect, consequential, special or incidental loss or damage suffered by clients or any third party, including but not limited to employee relations or loss of profits. EqualiTeach's liability to the client or any third party for a claim of any kind arising as a result of, or related to, any product or service shall be limited to monetary damages and the aggregate amount paid to EqualiTeach for the service or product which gave rise to the claim. No action, regardless of form, may be brought by a client more than one year after the events which gave rise to the cause of the action.

Privacy

EqualiTeach uses, stores and processes information about clients in accordance with the EqualiTeach E-Learning Privacy Policy.

Insurances

During this agreement and for a period of one year afterwards, EqualiTeach shall maintain in force insurance policies with reputable insurance companies, against all risks that would normally be insured against by a prudent businessperson in connection with the risks associated with this agreement and produce to the client

on demand full particulars of that insurance and the receipt for the then current premium. We shall retain and make available for inspection by the client and its advisors electronic copies of all such policies for at least seven years after termination of cover.

Applicable Laws

Both parties to this agreement shall comply with all applicable laws.

Complaints

EqualiTeach takes pride in its customer service and endeavours to provide the highest quality services and products. EqualiTeach takes any complaints very seriously. Complaints about any of EqualiTeach's products or services should be made to Kate Hollinshead, Head of Operations kate@equaliteach.co.uk 01480 470 660 who will take steps to resolve the issue as quickly as possible. If the client is not satisfied with the outcome, please see the complaints procedure on the EqualiTeach website: www.equaliteach.co.uk