

EqualiTeach Empowered Terms and Conditions

Supply

EqualiTeach endeavours to supply clients with the highest quality products and services as described on our website, 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 can be registered for EqualiTeach Empowered in two ways:

- Clients can register via the website and pay via Stripe. Clients will then receive access to EqualiTeach Empowered within 24 hours.
- Clients can request an invoice via email. Once payment has been received, EqualiTeach will set up the client with an Empowered account.

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 type of establishment, 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.

Group registrations can be made on behalf of a group of schools, for example, by a Multi-Academy Trust, a Teaching School Alliance or other group. In the case of group registration, each school in the group will be provided with their own Empowered account and be entitled to any associated benefits and discounts.

Payment

EqualiTeach Empowered's pricing is listed on the website. Smaller schools, those with fewer than 100 pupils) are welcome to contact EqualiTeach by email to enquire about reduced rates.

Where schools request an invoice to make payment, all payments are due 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 on the client's invoice.

Where a payment remains outstanding, we will notify the client by telephone or email.

Priory to expiry, schools will receive an email advising them that the subscription is about to expire. The subscription will renew automatically if no action is taken to end the subscription. If payment was arranged via invoice, the subscription will be renewed after EqualiTeach has received notification that the school wishes to renew and EqualiTeach has confirmed payment.

Schools or organisations are not permitted to sell on subscriptions to EqualiTeach Empowered unless they have our explicit permission.

Cancellation of Orders

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

Termination of Use

EqualiTeach reserves the right to withdraw registration or to prevent any client from renewing their subscription if the client puts the organisation into disrepute.

Intellectual Property

Unless otherwise stated, all intellectual property rights for all material on the EqualiTeach Empowered website, promotional materials and all other communications belong to EqualiTeach.

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

Registration onto EqualiTeach Empowered does not represent an endorsement or accreditation of the registering organisation. Registered organisations must not use registration onto EqualiTeach Empowered to state or imply such endorsement.

Some photographs of children and young people on the Empowered website may be of models, otherwise permissions of use will have been requested from parents/carers. Subscribers do not have permission to use these photographs for their own use.

Changes to the Terms

EqualiTeach may change these Terms at any time, in which case the amended Terms will be posted on the EqualiTeach Empowered website and will apply from the date posted, with the exception of any services ordered prior to the posting of the new Terms. Terms will be shared with clients when a new order is made, however,

clients are advised to check these Terms on each occasion they purchase from EqualiTeach as they will be bound by the latest Terms.

If any provisions of these Terms are determined to be illegal, invalid or otherwise unenforceable by reasons of the laws of any country, then so far as these Terms apply within the country in which those provisions are illegal, invalid or unenforceable, those provisions shall be severed or deleted and the remaining provisions shall survive, remain in full force and effect and continue to be binding and enforceable.

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 more year after the events which gave rise to the cause of the action.

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 Policy on the EqualiTeach website www.equaliteach.co.uk

Website and Subscription Service Terms and Conditions

The content of the EqualiTeach Empowered website is subject to change without notice.

In registering for EqualiTeach Empowered, the client agrees to only use the website and subscription service in a manner that complies with all applicable laws and regulations and is consistent with these Terms and does not infringe the rights of anyone else, more restrict or inhibit their use and enjoyment of the website.

EqualiTeach reserves the right to deny any user access of the subscription service without prior notice.

Intellectual Property

The website contains material which is owned by or licensed to EqualiTeach. This material includes, but is not limited to, the design, format and graphics.

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 this website and audit tool may give rise to a claim for damages and/or be a criminal offence.

The client is permitted to download and print materials from the EqualiTeach Empowered website and subscription service 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
- 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.

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

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 website and subscription service in any other work or publication, whether in hard copy or electronic form
- Make any commercial use or publication of any material on the website and subscription service

Disclaimers

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 website and subscription service.

The website and subscription service may contain links to third party website. 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.

Whilst all reasonable efforts have been made to ensure the accuracy of content, no responsibility can be taken for any error or omission; anything deemed inaccurate can be brought to EqualiTeach's attention by contacting us.

Force Majeure: Neither party shall be in breach of the Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under the Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control.

Access to Empowered Webinars

EqualiTeach Empowered subscribers are entitled to access to Empowered Webinars free of charge for the duration of their subscription.

Each setting is entitled to register up to five places per webinar (this equates to five members of staff each on an individual device). If a setting would like more places on a webinar, these can be provided to the setting at an additional cost.

Privacy

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

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