

## TERMS AND CONDITIONS

### 1. Definitions and Interpretation

- 1.1. The definitions and rules of interpretation set out at the end of these terms and conditions apply.

### 2. The Contract

- 2.1. When You place an order for the Services through Our website, You are making an offer to enter into a contract with Us on the basis of these terms and conditions. We are not obliged to accept any Order and may reject any Order at our discretion.
- 2.2. At the point We accept your order (You will receive email confirmation of this), a contract will exist between us, the terms of which are as set out in these terms and conditions. Any other terms that You purport to put forward as part of your Order or otherwise will not apply to the Contract.
- 2.3. Any descriptions of the Software/Services in marketing materials/websites or elsewhere are for information purposes only and do not form part of the Contract.
- 2.4. We may amend the Services where required in order to comply with any legal requirements or where such amendments do not materially affect the quality of the Service and We will notify You (by email or via Our Website) of any such variations

### 3. Renewal of the Contract

- 3.1. The Contract for a paid subscription will start on and including the date that we accept your Order and end on the day before the first anniversary of the Commencement Date. This 12-month period is the Initial Subscription Term.
- 3.2. The Contract will auto-renew for successive periods of 12 months (each a **Renewal Period**). If you want to cancel then you need to inform us in writing 30 days before the anniversary. Should this be the case then your access to the solution will be stopped at the end of your subscription or renewal term and your data will be eligible for deletion. Please ensure you have copied all the data you require before the termination of your contract.

### 4. What do You have to pay?

- 4.1. The cost for the Services is the amount specified on Your Order. This is payable in full and in advance within 30 days of the date that we accept Your Order.
- 4.2. All amounts due under this agreement
  - 4.2.1. are, subject to 13.3.2, non-cancellable and non-refundable;
  - 4.2.2. must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law);
  - 4.2.3. are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

## **5. What happens if You do not pay or are in material breach of the Contract?**

- 5.1. If you do not make a payment when due under the Contract within 7 days of the due date, You must pay interest on the overdue amount at a rate of 4% above the base rate of Our bankers from the due date until the date it is fully paid, whether before or after judgment:
- 5.2. If you do not make a payment when due under the Contract within 7 days of the due date or are, in Our opinion (acting reasonably) in material breach of the Contract, We may (in addition to any other rights we may have), without liability to you, disable Your password(s), account and access to all or part of the Services and We will be under no obligation to provide any or all of the Services while the relevant payment remains unpaid or You remain in material breach.

## **6. Third Party Services and Providers**

### 6.1. You acknowledge that:

- 6.1.1. the Services require licensing agreements with third party management information systems. You must, throughout the Term, maintain a compatible third party management information systems and for which We are able to obtain a license; and
- 6.1.2. We shall not be responsible for setting out the integration of the Software with SIMS (or any other software or systems used by You);
- 6.1.3. We are reliant on the services provided to Us by third parties (including, but not limited to Microsoft for cloud storage) and that we will not be liable to You for any disruption to the Services arising as a result of disruption in services provided to Us by third parties.

## **7. What will We do / not do?**

### 7.1. **We will:**

- 7.1.1. Notify You by email (to the email address stated in the Order) once the Preliminary Set Up Conditions have been complied with/met and the Software is ready for you to use.
- 7.1.2. Grant you, subject to you complying with these terms and conditions, a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services during the Term solely for Your internal business operations.
- 7.1.3. During the Term, provide the Services to You on and subject to the terms of these terms and conditions.
- 7.1.4. Use commercially reasonable endeavours to meet any timeframes specified in the Order, but such timeframes are only estimates and time shall not be of the essence.
- 7.1.5. Use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for planned maintenance and upgrades, provided that

We have used reasonable endeavours to give You at least 6 working hours' (9am to 5pm) notice in advance:

- 7.1.6. Use commercially reasonable endeavours to provide You with support via Our website in respect of the use of the Software, subject to fair usage and subject to any support policy that We may from time to time have in place and which is sent to You and which may be varied by Us in Our sole and absolute discretion from time to time.
- 7.1.7. Undertake to perform the Services with reasonable skill and care and, if the Services do not conform with this undertaking, We will, at Our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide You with an alternative means of accomplishing the desired performance (noting that such correction or substitution constitutes Your sole and exclusive remedy for any breach of this undertaking) provided that We shall not be liable or responsible for any non-conformance with this obligation, which is caused by use of the Services contrary to Our instructions, or modification or alteration of the Services by any party other than us or the Supplier's duly authorised contractors or agents.

7.2. **We will not / do not:**

7.2.1. Warrant that

- 7.2.1.1. Your use of the Services will be uninterrupted or error-free; or
- 7.2.1.2. that the Services, Documentation and/or the information obtained by the You through the Services will meet Your requirements; or
- 7.2.1.3. the Software or the Services will be free from Vulnerabilities or Viruses;

7.2.2. Be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the You acknowledge that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities

7.2.3. Be prevented by these terms and conditions from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under these terms and conditions.

8. **What must You do / not do?**

8.1. **You must:**

- 8.1.1. Provide a list of all current Authorised Users to Us within 5 Business Days of being requested to do so.
- 8.1.2. Ensure that each Authorised User keeps a secure password for their use of the Services and that all passwords are kept confidential.
- 8.1.3. Permit Us to carry out audits on how the Services are being used.

- 8.1.4. Use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and notify Us in the event of any such unauthorised access or use.
- 8.1.5. Provide Us with all necessary co-operation in relation to these terms and conditions and all necessary access to such information as may be required by Us in order for Us to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 8.1.6. Comply (without affecting its other obligations under these terms and conditions) with all applicable laws and regulations with respect to its activities under these terms and conditions
- 8.1.7. Carry out all your responsibilities in these terms and conditions in a timely and efficient manner, noting that, in the event of any delays in compliance, We may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.8. Ensure that the Authorised Users use the Services and the Documentation in accordance with these terms and conditions and shall be responsible for any Authorised User's breach of these terms and conditions;
- 8.1.9. Obtain and maintain all necessary licences, consents, and permissions necessary for Us and our contractors and agents to perform their obligations under these terms and conditions, including without limitation the Services;
- 8.1.10. Ensure that your network and systems comply with the relevant specifications provided by Us from time to time
- 8.1.11. Be (to the extent permitted by law and except as otherwise expressly provided in these terms and conditions), solely responsible for procuring, maintaining and securing Your network connections and telecommunications links from Your systems to data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Your network connections or telecommunications links or caused by the internet

8.2. **You must not:**

- 8.2.1. Permit anyone other than Authorised Users to use or access the Services.
- 8.2.2. Use the Services/Software for any purpose that is illegal or causes damage or injury to any person or property;
- 8.2.3. Assign, novate, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract/these terms and conditions.
- 8.2.4. Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these terms and conditions:
  - 8.2.4.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion

of the Software and/or Documentation (as applicable) in any form or media or by any means; or

- 8.2.4.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software
- 8.2.5. Access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation.
- 8.2.6. Use the Services and/or Documentation to provide services to third parties
- 8.2.7. License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users
- 8.2.8. Attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation.
- 8.2.9. Introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

## **9. Data and Data Protection**

9.1. We shall:

- 9.1.1. not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 9.1.2. Comply with our data protection/data sharing policy and privacy policy from time to time in force, the current versions of which can be found here:  
<https://schoolworkspace.com/Help/DataSharing> and here:  
<https://schoolworkspace.com/Help/PrivacyPolicy>

9.2. You shall:

- 9.2.1. complete any data sharing agreement that We require in order to initiate the set-up of modules prior to enabling the Software
- 9.2.2. Own all right, title and interest in and to all of Your Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Your Data.

## **10. Proprietary rights**

- 10.1. You acknowledge and agree that We and/or Our licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, these terms and conditions do not grant You any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other

rights or licences in respect of the Services or the Documentation.

- 10.2. We confirm that We have all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of these terms and conditions.
- 10.3. In consideration for us entering into the Contact with You, You grant Us a royalty-free, worldwide, irrevocable, transferable, perpetual, licence to use and incorporate into the Software, the Services and the Documentation, any suggestions, enhancement requests, recommendations or other feedback provided by You and the Authorised Users relating to the Software or the Services.

## **11. How the Contract can be ended early and what happens in that event**

- 11.1. Without affecting any other right or remedy available to Us, We may terminate the Contract with immediate effect by giving written notice to You if a Customer Termination Event occurs.
- 11.2. Without affecting any other right or remedy available to You, You may terminate the Contract with immediate effect by giving written notice to Us if a Supplier Termination Event occurs.
- 11.3. On termination of the Contract for any reason:
  - 11.3.1. all licences granted under these terms and conditions shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
  - 11.3.2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
  - 11.3.3. We may destroy or otherwise dispose of any of the Your Data in Our possession or under Our control unless We receive, no later than ten days after the effective date of the termination of the Contract, a written request from You for the delivery to You of the then most recent back-up of the Your Data. We shall use reasonable commercial endeavours to deliver the back-up to You within 30 days of receipt of such a written request, provided that You have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). You shall pay all reasonable expenses incurred by Us in returning or disposing of Your Data; and
  - 11.3.4. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

## **12. Indemnity**

- 12.1. You shall defend, indemnify and hold Us harmless against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal

fees) arising out of or in connection with Your use of the Services and/or Documentation, provided that:

- 12.1.1. You are given prompt notice of any such claim;
  - 12.1.2. We provide reasonable co-operation to You in the defence and settlement of such claim, at Your expense;
  - 12.1.3. You are given sole authority to defend or settle the claim
- 12.2. We shall defend You, Your officers, directors and employees against any claim that Your use of the Services or Documentation in accordance with these terms and conditions infringes any United Kingdom patent effective as of the date of the Contract, copyright, trade mark, database right or right of confidentiality, and shall indemnify You for any amounts awarded against You in judgment or settlement of such claims, provided that:
- 12.2.1. We are given prompt notice of any such claim;
  - 12.2.2. You do not make any admission, or otherwise attempt to compromise or settle the claim and provide reasonable co-operation to Us in the defence and settlement of such claim, at Our expense; and
  - 12.2.3. We are given sole authority to defend or settle the claim.
- 12.3. In the defence or settlement of any claim, We may procure the right for You to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Contract on 2 Business Days' notice to You without any additional liability or obligation to pay liquidated damages or other additional costs to You.
- 12.4. In no event shall We, Our employees, agents and sub-contractors be liable to You to the extent that the alleged infringement is based on:
- 12.4.1. a modification of the Services or Documentation by anyone other than Us; or
  - 12.4.2. Your use of the Services or Documentation in a manner contrary to the instructions given to You by Us; or
  - 12.4.3. Your use of the Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority.
- 12.5. The foregoing and clause 13.3.2 state Your sole and exclusive rights and remedies, and Our (including Our employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

### **13. What are We not liable for?**

**WARNING: you are strongly advised to read this clause.**

- 13.1. Except as expressly and specifically provided in these terms and conditions:

- 13.1.1. You assume sole responsibility for results obtained from the use of the Services and the Documentation by You, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Us by You in connection with the Services, or any actions taken by Us at Your direction
  - 13.1.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms and conditions; and
  - 13.1.3. the Services and the Documentation are provided to You on an "as is" basis.
- 13.2. Nothing in these terms and conditions excludes Our liability:
- 13.2.1. for death or personal injury caused by Our negligence; or
  - 13.2.2. for fraud or fraudulent misrepresentation.
- 13.3. Subject to clause 13.1 and clause 13.2:
- 13.3.1. We shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms and conditions; and
  - 13.3.2. Our total aggregate liability in contract (including in respect of the indemnity given by Use in clause 12), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms and conditions shall be limited to the annual cost of the Services specified in the Order to which these terms and conditions relate.
- 13.4. Nothing in these terms and conditions excludes the liability of You for any breach, infringement or misappropriation of Our intellectual property rights.

#### **14. Confidentiality**

- 14.1. The provisions of this clause shall not apply to any Confidential Information that:
- 14.1.1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
  - 14.1.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - 14.1.3. was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the

information to the receiving party; or

- 14.1.4. the parties agree in writing is not confidential or may be disclosed.
- 14.2. Each party shall keep the other party's Confidential Information secret and confidential and shall not:
  - 14.3. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with these terms and conditions (**Permitted Purpose**); or
  - 14.4. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 14.
  - 14.5. A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
    - 14.5.1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
    - 14.5.2. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
  - 14.6. A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.
  - 14.7. A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
  - 14.8. Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these terms and conditions are granted to the other party, or to be implied from these terms and conditions.
  - 14.9. On termination or expiry of these terms and conditions, You shall:
    - 14.9.1. destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on Our Confidential Information;
    - 14.9.2. erase all Our Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
    - 14.9.3. certify in writing to Us that You have complied with the requirements of this clause, provided that You may retain documents and materials containing, reflecting, incorporating or based on Our Confidential Information to the extent required by

law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such retained documents and materials retained.

14.10. No party shall make, or permit any person to make, any public announcement concerning these terms and conditions without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

14.11. Except as expressly stated in these terms and conditions, no party makes any express or implied warranty or representation concerning its Confidential Information.

14.12. The above provisions of this clause 14 shall continue to apply after termination or expiry of the Contract.

## **15. Communication**

15.1. Communications between You and Us in respect of the provision of the Services may be sent by email or via Our website. However, if a notice is served under these terms and conditions any such notice must shall be in writing and shall be:

15.1.1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) with a copy sent by email to the following addresses:

15.1.1.1. in respect of a notice served on Us to Our email address as specified on our website from time to time:

15.1.1.2. in respect of a notice served on You to the email address specified on the Order.

15.1.2. deemed to have been received:

15.1.2.1. if delivered by hand, at the time the notice is left at the proper address;

15.1.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.

15.2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **16. Miscellaneous**

16.1. When you commence operational use of the Software/Services You will be deemed to have accepted the Software and Services.

- 16.2. If there is an inconsistency between any of the provisions in the main body of these terms and conditions and the Order, the provisions in the main body of these terms and conditions shall prevail.
- 16.3. Neither party shall be in breach of these terms and conditions nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for two months, the party not affected may terminate these terms and conditions by giving 14 days' written notice to the affected party.
- 16.4. No variation of these terms and conditions shall be effective unless it is in writing and signed by You and Us (or Your/Our authorised representatives).
- 16.5. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 16.6. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 16.7. Except as expressly provided in these terms and conditions, the rights and remedies provided under these terms and conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.8. If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.
- 16.9. If any provision or part-provision of these terms and conditions is deemed deleted under clause 16.8 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.10. These terms and conditions constitute the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.
- 16.11. Each party acknowledges that in entering into these terms and conditions it does not rely on, and shall 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 and conditions.
- 16.12. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms and conditions.
- 16.13. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract and these terms and conditions.
- 16.14. Nothing in these terms and conditions is intended to or shall operate to create a partnership

between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16.15. These terms and conditions do not confer any rights on any person or party (other than the parties to these terms and conditions and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

16.16. These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and Wales.

16.17. Each party irrevocably agrees that 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 and conditions or its subject matter or formation (including non-contractual disputes or claims).

## **DEFINITIONS**

**Authorised Users:** Your employees.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of these terms and conditions, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
  - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
  - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
- (b) any information developed by the parties in the course of carrying out these terms and conditions and the parties agree that:
  - (i) details of the Services, and the results of any performance tests of the Services, shall constitute Supplier Confidential Information; and
  - (ii) Your Data shall constitute Customer Confidential Information;

**Commencement Date:** the date on which the Preliminary Set Up Conditions have been met/completed and the Services are ready to be used by You

**Contract:** the contract created by you placing an order for the Services and us accepting that order.

**Customer Termination Event:**

- You fail to pay any amount due under these terms and conditions on the due date for payment and remain in default not less than 14 days after being notified in writing to make such payment;
- You commit a material breach of any other term of these terms and conditions and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so;
- You suspend, or threaten to suspend, payment of Your debts or are unable to pay Your debts as they fall due or admit inability to pay Your debts or are deemed unable to pay Your debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;
- You commence negotiations with all or any class of Your creditors with a view to rescheduling any of Your debts, or make a proposal for or enter into any compromise or arrangement with Your creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction.
- You apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986;
- A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with Your winding up other than for the sole purpose of a scheme for Your solvent amalgamation of with one or more other companies or Your solvent reconstruction;
- An application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over You (being a company, partnership or limited liability partnership);
- the holder of a qualifying floating charge over Your assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- a person becomes entitled to appoint a receiver over Your assets or a receiver is appointed over Your assets;
- a creditor or encumbrancer of Yours attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of Your assets and such attachment or process is not discharged within 14 days;

- any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events listed above;
- You suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of Your business;
- Your financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of these terms and conditions is in jeopardy.

**Documentation:** any documents made available to You by Us from time to time relating to the Software and/or Services or the use of the Software and/or Services

**Preliminary Set Up Conditions:** the steps that are required in order for the Software to be useable by you, as set out in the Order.

**Order:** the order for the Services submitted by you via our website.

**Representatives** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

**Services:** the subscription services provided by Us to You under these terms and conditions as more particularly described in the Order.

**SIMS:** School Information Management System

**Software:** the online software applications provided by Us as part of the Services, as specified in the Order.:

**Supplier Termination Event:** We commit a material breach of term of these terms and conditions and (if such breach is remediable) fail to remedy that breach within a period of 14 days after being notified to do so;

**Term:** the term of the Contract, which commences on the date that we accept your Order and ends on the earlier of (i) the day before the first anniversary of the Commencement Date and (ii) the date of termination of the Contract in accordance with these terms and conditions.

**Us/We:** SCHOOLWORKSPACE LTD incorporated and registered in England and Wales with company number 10650807 whose registered office is at 35 Chequers Court Brown Street, Salisbury, Wiltshire, United Kingdom, SP1 2AS (as 'We' and 'Our' will be interpreted accordingly)

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and

hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

**You:** the party submitting the Order (and “Your” shall be interpreted accordingly)

**Your Data:** the data inputted by You, Authorised Users, or Us on Your behalf for the purpose of using the Services or facilitating Your use of the Services

## **RULES OF INTERPRETATION**

- Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- A reference to a statute or statutory provision is a reference to it as it is in force as at the date of these terms and conditions.
- A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of these terms and conditions under that statute or statutory provision.
- References to clauses are to the clauses of these terms and conditions.