

Terms and Conditions

EDLounge is a product of EDLounge Ltd, a company registered in England under company number 6526961 whose registered office is at Ground Floor, Aston House, Campbell Way, Dinnington, Sheffield, South Yorkshire, S25 3QD, UK.

This document will set out the terms and conditions of the use of EDLounge and the responsibilities of both parties.

EDLounge may change these terms and conditions at any time by posting changes online and notifying users electronically. Your continued use of EDLounge after notification of changes has been posted means you accept and agree to be legally bound by the amended terms.

These terms and conditions shall be governed in accordance with English Law.

1. Agreement and parties

This agreement takes effect from the agreed Start Date and is made between you the subscriber, representing your school or educational establishment, and us, EDLounge Limited, providing the product EDLounge.

Signing of the order form acknowledges acceptance of these terms and conditions and our [privacy policy](#). Please read each of these documents carefully before signing and returning the order form.

If you are entering a three year (or greater) contract, you are accepting that you will be paying for the three years in advance and that in the event that you wish to cancel the agreement you will be bound by our termination policy (see clause 9).

You confirm that all the information supplied by you, representing your school or educational establishment, on the order form is accurate and you are authorised to sign on behalf of the subscriber organisation.

We are not obliged to accept any order and reserve the right to refuse orders.

Nothing in this agreement shall affect your statutory legal rights as a consumer.

2. Definitions

In these terms and conditions, the following words and expressions have the following meanings:

"Agreement" the agreement between you and us entered into upon receipt and acceptance of a signed order form;

"We", "Our" or "Us" refers to EDLounge Ltd, providers of EDLounge;

"You" or "Your" refers to the subscriber detailed on the order form, representing the educational establishment(s);

"School" or "Centre" the educational institution(s) detailed on the order form entering the agreement;

"Student" a learner, of any age, at your school or centre with access to the system;

"System" or "Service" EDLounge web site available at (<http://www.edlounge.co.uk>);

"Content" learning materials provided within or by the system (including but not limited to text, images, program code, animations, video);

"Contract Period" the period for which you have committed to subscription, as detailed on the order form;

"Start Date" the date we accept the order form by issuing to you an invoice in respect of the appropriate fees payable for your contract period;

"Order Form" the order form detailing your Service subscription and information about you;

"Privacy Policy" separate privacy policy available on the EDLounge web site (click here for the privacy policy);

Please Note: Words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing the whole school, educational establishment, partnerships and vice-versa, words importing the singular shall be treated as importing the plural and vice-versa, and words importing whole shall be treated as including a reference to any part thereof.

3. Provision of service

EDLounge is an inclusive education and assessment system delivered online. It is your responsibility to ensure the URL (<http://www.edlounge.co.uk>) is accessible on any list of permitted web sites, and, most notably that this URL is not included on any filters of lists of banned web sites.

It is your responsibility to ensure that the school system meets the minimum specification as detailed on the system requirements section of the website. If you have concerns or experience any difficulty in setting up or accessing the system, please contact us immediately.

You are responsible for compliance by your staff and students with the terms and conditions and appropriate policies provided here.

4. Warranty

We shall make all reasonable endeavours to ensure that EDLounge is accessible 24 hours a day, 7 days a week, save for scheduled routine maintenance and circumstances beyond our reasonable control. It may be necessary to suspend, temporarily or permanently, access to the system without notice. We will not be liable if for any reason the system is unavailable at any time or for any period.

EDLounge is designed as an aid to revision and assessment and all endeavours are made to continually ensure the content in the system provides a valuable educational experience. No warranty, express or implied, is given as to the effectiveness of such material as an educational tool, and we do not accept any liability for unsatisfactory examination results.

Any defects or errors in the system should be notified to us in writing and we will make all reasonable efforts to make necessary amendments to remedy the defect within a reasonable timescale.

We shall not be liable for any loss or damage from the use of or inability to use the system, or any revision material contained in it, or from any resulting action or decision taken as a result of using the material or analysis.

5. Our requirements from you

By completing and returning the order form to us you agree to provide us with the required student data in the appropriate format as detailed under our privacy policy.

You remain in control of all student data and as such are responsible for the accuracy of data and the necessary updating of student accounts. You are responsible for promptly updating any inaccurate or out of date information at the request of individual students.

Upon receipt of student data in the appropriate format we will make all reasonable endeavours to create user accounts by the next working day.

You will ensure that appropriate steps are taken to notify users of the school ID and user's usernames and passwords. You are responsible for ensuring that all staff and administration usernames and passwords remain confidential and secure and are fully responsible for all activities which occur under such users.

6. Training

Training will only be given once an order form has been completed and returned as this is part of the agreement that is included in the cost of EDLounge. Following any training or demonstration we provide, you are responsible for any further whole school training of teachers, students and parents.

Materials are provided to support this training and are available for download from the support area on the website once logged in.

7. Payment

On receipt of a signed order form we will create and issue an invoice as per the agreed fees stated for the term of contract. Contracts of three years (or more) are payable in full in advance unless expressly agreed in writing.

Prices stated on the website are exclusive of VAT which you shall be eligible to pay at the standard rate at the time of invoice.

Invoice terms are strictly 28 days of the date of invoice. Non receipt of payment within the term may result in the termination of access to the system for your school, and a late payment charge will be added to the 2nd reminder invoice (8%).

8. Contract Period

This agreement will commence on the Start Date and will continue for the agreed contract period, unless ended under early termination (see clause 9).

We will notify you a minimum of 1 month before expiry of the current contract to offer the option to renew subscription for a further period or terminate the subscription at the end of the current contract.

9. Early termination

By signing and returning the completed order form you have entered into a legal contract with EDLounge Ltd, the providers of EDLounge.

If at any time during the agreed contract period you wish to cancel your subscription and stop access to the system, you must notify us in writing with not less than one month's notice. We will issue an official response and will start termination procedures. The subscription will be terminated. If you cancel the product within the first month then you will receive a full refund.

10. Default termination

In the event of a serious breach of any of your obligations under this agreement or failure to pay within the stated term we reserve the right, by notice with immediate effect, terminate provision of the system.

11. Discontinuance

If, for any reason, we discontinue provision of EDLounge, we will end the agreement by issuing notice, in writing, providing not less than one month's notice. If we end the agreement due to discontinuance you will be entitled to the amount calculated as per clause 9 above as if you had given notice that you wish to end the subscription.

12. Data Protection

EDLounge will operate within and comply with the Data Protection Act 1998 in all instances and requires full adherence by you and any associated users.

Please ensure you have read and understand our separate privacy policy which contains full details of our and your obligations to safeguarding student data.

13. Intellectual Property

All intellectual property for the design and construction of the system, the database, the website, the educational content, the supporting services, the documentation and any other materials provided by us to you as part of the provision of service is owned in entirety by us.

By completing the order form you, authorised by your school (or other educational establishment), enter into a fixed term licence agreement to access EDLounge.

The licence grants fair use of the system for the purposes of revision, assessment and teaching purposes only.

All material contained within EDLounge (including but not limited to text, images, program code, animations, video) is fully owned by or licensed to EDLounge Ltd, all rights reserved. This includes any images/texts that service users have uploaded, whether this be paid for by EDLounge or added free of charge with the lesson content.

Any content uploaded to EDLounge must be lawful for possession in this country and will not contain any third party proprietary rights. Users of EDLounge must not copy, reproduce, distribute, transmit, display, sell, license or otherwise exploit any content for any other purposes without the prior written consent from EDLounge. EDLounge reserve the right to pre-screen, review, flag, filter, modify, refuse or remove any content from the website.

Subscribers to the service may access content for personal non-commercial use only.

Users may not copy, download, replicate, distribute, transmit, modify, publically show/demonstrate or print any materials, either in part or full, of the EDLounge materials without the prior written consent of EDLounge Ltd.

14. Indemnity

You agree to indemnify us in respect of all losses suffered by us as a result of any breach by you of these terms and conditions.

15. Force Majeure

We shall not be liable for failure to carry out our obligations under this agreement if such failure is directly or indirectly caused by any event that is beyond our reasonable control, including but not limited to, strike, war, terrorist attack, act of God, natural disaster. In such event we shall provide prompt indicating the estimated duration of the event of force majeure and shall use all reasonable efforts to mitigate the effects of such event of force majeure. In the event that this agreement cannot be performed or our obligations fulfilled due to a reason of force majeure for a continuous period of 3 months then you may, at your discretion, terminate this agreement by notice in writing at the end of this period and be entitled to refund as per termination (clause 9).

16. Miscellaneous

Any notice under this agreement shall be made via regular mail to the main school address. Notice served by post shall be deemed served on the second business day after the date of posting. We may, in appropriate circumstances provide notification by fax or email but this shall be confirmed by regular mail.

Any failure by us to exercise or enforce any right or provision in this agreement does not constitute waiver of such rights or provision.

You agree that in entering into the Agreement, you do not do so on the basis of, and do not rely on, any representation, warranty or other provision except as expressly set out in these Terms.

This agreement operates to the exclusion of any other agreement or understanding of any kind between you and us preceding the date of receipt of a signed order form. This agreement constitutes the whole agreement and understanding between you the subscriber and us the provider and there are no terms or conditions, express or implied, other than those contained herein.

17. Demonstrations

The first face-to-face demonstration of the EDLounge site will be free, however, if you have not signed up for the service after an initial visit any further requests for face-to-face contact will be chargeable, (this will be the daily cost of an employee and travel expenses). Telephone demonstrations are free of charge and on-going support is available for existing customers.