

*The Right Results  
at the Right Time!*

Right2Learn Limited

[www.right2learn.co.uk](http://www.right2learn.co.uk)

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## RIGHT2LEARN ORDER FORM AND CONTRACT CONDITIONS (INDIVIDUAL SCHOOLS)

**Fax form to: 01233 333623**

On behalf of my School, I wish to subscribe to the Right2Learn online assessment service for the period and at the price indicated below.

I have read and agree to the Terms and Conditions set out below.

**(please tick)**

School: \_\_\_\_\_ Contact name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_ Order number: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_ Date: \_\_\_\_\_

**3 YEAR SUBSCRIPTION REQUIRED** (please tick payment option 1 or 2 for ALL or Single subject)

### 1. Annual payments (with opt out each year)

• **ALL subjects**  (Maths, English, Science & ICT) = £500 plus £3 per child

• **Single subject**  £500 plus £1.25 per child (Indicate subject)

### 2. 3 YEARS UPFRONT 25% DISCOUNT (above fee x 3 minus 25% discount)

• **ALL subjects**  (Maths, English, Science & ICT)

• **Single subject**  (Indicate subject required)

Number of children in the school in years R to 6:  Fee payable:

### 3. GROUP DISCOUNTS AVAILABLE:

**Contact 01233 646462 for details.**

Value Added Tax - The supply of these services is exempt from VAT. Therefore no VAT is chargeable.

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## Terms of Business – Right2Learn Limited

1. On receipt of a completed order form we will set up an account for the School, including a unique user name and password. We will then notify the School by email that the account is open and full access to the service is available. At that point the School's order is accepted, the contract to provide the service is formed and the subscription period begins (the "Start Date").
2. The order form may be accompanied by the School's own purchase order. In that case, these terms and conditions prevail over any conflicting conditions in the purchase order.
3. Once the contract is formed and the Start Date has occurred, we will send an invoice to the School for the subscription charge payable. All invoices are to be paid within 30 days from the date of the invoice. If any subscription payment is overdue, we reserve the right to suspend access to the service until payment is received or to terminate the contract. In either case, payment will remain due.
4. The School has the right to cancel its subscription in writing at any time during the first 30 days of the subscription period. In that event, we will issue a credit note against the invoice for the amount payable, less the subscription charge for the first year to cover our costs of setting up the account. The first year's annual charge remains payable by the School.
5. All orders form an initial three-year contract for the service, as indicated on the order form. The specified discount applies where payment is made in advance for the full three-year period. If the school opts for annual payment, the full annual charge applies. In that case, the charges for the second and third years are payable in equal instalments 12 months and 24 months after the Start Date. The School has the right to cancel its subscription in writing at any time at least 30 days before the next annual payment date. In that event, no further payment will be due.
6. The prices shown on the order form apply to the contract made with the School after receipt of an order. Except after an order has been received, we have the right to vary the prices shown on the order form at any time.
7. Payment of the subscription entitles the School to full access to the online service for the subscription period. The School will have the benefit of all upgrading and enhancements made to the service during that period.
8. During the subscription period, we will be pleased to provide telephone and online/email support for the School at no additional charge. This will cover any technical queries and advice in making best use of the service. If additional on site training or technical support is required (for example following staff changes), this will be chargeable at the applicable rate at the time. Visits can be requested directly via our web site.
9. We will use our reasonable endeavours to make sure that the service and support are available during normal school hours and that technical difficulties and loss of communications are minimised. However, we cannot undertake that the service will always be available and that communications will never be disrupted. If there is a loss of communications during a test, then data will be lost and the test will need to be taken again.
10. The data created through the use of the service is automatically sent to and stored in our database. We will take reasonable care to ensure the security and confidentiality of the information stored; this includes backing up the data on a regular basis.

## Terms of Business – Right2Learn Limited

11. Passwords are a vital part of security. It is the School's responsibility to implement procedures for the use and protection of its passwords and for maintaining the confidentiality of its information as a user of the service. We will be pleased to provide advice on the protection of passwords and security generally.
12. All rights to the data stored on our database belong to Right2Learn Limited. The School has a licence to use that data within the subscription period. The School may also download any of its data to create and maintain its own copy and export it into any other data management system used by the School.
13. We archive the data at the end of each school year and roll forward the account for the following year. By continuing to subscribe, the School has the right to request reports and to use the archived data. Additional charges may apply.
14. If the subscription is not renewed, then the School no longer has access to the data held by us. We reserve the right to delete the stored data after the School has ceased to subscribe.
15. We may use all data held by us by us for comparison reports and other statistical analysis. Information used in this way will not be attributable to the individual child.
16. Involvement of parents is at the School's discretion. The School may give usernames and passwords for the children to parents and provide any other assistance to parents to use the service. We will not disclose user names and passwords to parents and we will refer any initial enquiries to the School.
17. All web site design, graphics, text, source code and software used on the Right2Learn web site, including but not limited to the content of the tests, are copyright of Right2Learn Limited (or its service providers). Permission is granted to the School to copy (and export) electronically and to print in hard copy the reports available from the web site in the ordinary course of using the service in accordance with these terms. Any other use of the materials on the web site without the prior permission of Right2Learn Limited is prohibited.
18. We collect, store and process data in accordance with our Privacy Policy, the current edition of which is available on the web site.
19. Neither of us is to have any liability to the other if we are prevented or delayed in performing our obligations under the contract by reason of circumstances beyond our reasonable control.
- 20. Our total liability to the School in contract, tort (including negligence) misrepresentation or otherwise is to be limited to the amount of the subscription paid by the School for the service.**
21. Unless the subscription is cancelled in writing by the School before the end of the initial three-year period (or by us at the end of that period), the subscription will be automatically renewed for a further year at the original price. After that, the subscription will be automatically renewed from year to year unless cancelled by either party before the renewal date.
22. This contract is to be governed by and construed in accordance with English law and we each submit to the jurisdiction of the Courts of England and Wales.