

## **Terms and condition of use for this website and membership**

Please read the following terms and conditions carefully as they govern the use of this website and membership.

### Membership Terms

#### 1. Commencement of Membership

- 1.1. The Contract between the 'Client' and 'PSHE Association' shall commence on the date when you sign up for the Membership (the "Commencement Date") and shall continue, unless terminated earlier, in accordance with these terms.
- 1.2. The Contract commence on the Commencement Date, and shall continue for one year ('Initial Term') and shall automatically extend for one year ('Extended Term') at the end of the Initial Term and at the end of each Extended Term.
- 1.3. The Contract shall automatically renew unless the Client notifies PSHE Association before the end of an Initial Term or each Extended Term, as the case may be, or they update their account with PSHE Association to opt-out of the automatic renewal.

#### 2. Supply of Membership

- 2.1. PSHE Association shall allow access to the Client from the Commencement Date in accordance with the Contract.
- 2.2. During the term of the Contract the Client shall:
  - 2.2.1. comply with the Membership Rules; and
  - 2.2.2. co-operate with PSHE Association in all matters relating to the Membership.

#### 3. Charges and Payment

- 3.1. In Consideration for the Membership the Client shall pay the Charges in accordance with this clause.
- 3.2. The Client will make payment either by electronic card payment or by invoice dependent upon which Membership Tier they have agreed to and their agreement with PSHE Association.
- 3.3. Where the Client has signed up to the individual Membership Tier they will only be able to pay the Charges by card payment.
- 3.4. Where the Client is 'opted-in' to automatic renewal, in accordance with clause 1, PSHE Association will either:
  - 3.4.1. notify the Client by email no less than 7 days before the renewal date that they will take payment on the renewal date, and will then take payment from the Client's card which was used to make initial payment on the renewal date; or

- 3.4.2. issue the Client with an invoice for the Charges on the renewal date.
- 3.5. The Client shall pay in full and cleared funds each invoice due and submitted to it by PSHE Association, within 21 days of receipt, to a bank account nominated in writing by PSHE Association.
- 3.6. Where the Client's Membership Tier is 'School' and they have requested to make payment by invoice there will be an administrative fee added to the invoice of £5.00.
- 3.7. If the Client fails to make payment due to PSHE Association under the Contract by the due date for payment, then, without limiting PSHE Association's other remedies, PSHE Association may suspend all access to the Membership until payment has been made in full.
- 3.8. Where the Client accesses the Membership platform at any stage before they have made payment of the invoice following signing up for the Membership or renewal of Membership, and the Client subsequently does not pay their invoice, they will remain fully liable to PSHE Association for the total amount of the invoice and PSHE Association shall be entitled to claim the invoice, and any interest arising under clause 3.7, from the Client.
- 3.9. All amounts due under the Contract from the Client to PSHE Association shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.10. All amounts payable by the Client exclude amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to PSHE Association at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

#### 4. Limitation of Liability

- 4.1. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 4.1.1. Death or personal injury caused by negligence; and
- 4.1.2. Fraud or fraudulent misrepresentation.
- 4.2. PSHE Association's total liability to the Client shall not exceed the Charges.

#### 5. Data Protection

- 5.1. PSHE Association will only process Personal Data in accordance with their [Privacy Policy](#).

#### 6. Intellectual Property

- 6.1. PSHE Association and its licensors shall retain ownership of all PSHE Association's IPRs.
- 6.2. PSHE Association grants the Client a fully paid-up, non-exclusive, revocable, royalty-free, licence to use PSHE Association's IPRs for the purpose of receiving and using the Membership during the term of the Contract.
- 6.3. The licence granted by PSHE Association in clause 6.2 is subject to PSHE Association's discretion and can be revoked at any time where PSHE Association reasonably deems the Client to be

infringing upon PSHE Association's intellectual property rights, with the Contract or with the Membership Rules.

## 7. Termination and Consequences of Termination

7.1. Without affecting any other right or remedy available to it, PSHE Association may terminate the Contract with immediate effect by:

7.1.1.giving the Client one months' written notice to terminate the Contract; or

7.1.2.the Client fails to pay any amount due under the Contract on the due date for payment.

7.2. Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

7.2.1.the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 10 days after being notified in writing to do so; or

7.2.2.the other party takes any step or action in connection with its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction.

7.3. On termination or expiry of the Contract for whatever reason:

7.3.1.The Client shall immediately pay to PSHE Association all of their outstanding unpaid invoices and interest and, in respect of any services supplied but for which no invoice has been submitted, PSHE Association may submit an invoice, which shall be payable immediately on receipt;

7.3.2.Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

7.3.3.termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liability of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 8. General

8.1. Force majeure.

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

8.2. Assignment and other dealings.

8.2.1. The Client shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without PSHE Association's prior written consent.

8.2.2. PSHE Association may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

### 8.3. Entire Agreement

8.3.1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

8.3.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

### 8.4. Governing Law and Jurisdiction

8.4.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

8.4.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

## 9. Definitions:

9.1. Charges, means the charges payable by the Client to PSHE Association for access to the Membership.

9.2. Contract, means the contract between the Client and PSHE Association as set out in these Membership Terms and the Membership Tier.

9.3. Client, means the natural person, corporate or unincorporated body who agrees to the Contract with PSHE Association.

9.4. Intellectual Property Rights or IPRs, means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

9.5. PSHE Association, means PSHE Association with company number 06551975, and charity number 1127056, whose registered office is Coram Campus, 41 Brunswick Square, London, England, WC1N 1AZ.

- 9.6. PSHE Association's IPRs, means the trademarks and all Intellectual Property Rights of which PSHE Association are the owner or licensee.
- 9.7. Membership, means the services and digital access provided by PSHE Association.
- 9.8. Membership Terms, means these conditions.
- 9.9. Membership Tier(s), means the Individual, School and Group tiers set out on PSHE Association's website, or in writing, from time to time.
- 9.10. Membership Rules, means the rules which members are expected to follow when using the the Membership. These can be found further in this document.

10. Interpretation:

- 10.1. Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, descriptions, definition phrase or term preceding those terms.
- 10.2. A reference to writing or written includes email.
- 10.3. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 10.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 10.5. Unless the context otherwise requires, words in the singular shall include the plural and vice versa, and a reference to one gender shall include a reference to the other genders.

**Membership Rules**

- By applying for membership you agree not to distribute PSHE Association member only resources to non- members for any purpose, unless you have our explicit permission from a Senior Manager of PSHE Association.
- Members with organisational membership are not permitted to invite others to join their own membership unless they are directly employed by the organisation.
- When an organisational membership is purchased by a local authority, academy chain or school group it would only include direct employees who are based at the organisation's head office. It would not include employees employed by or based at schools under their control. We do offer very favourable rates for LAs and academy chains that wish to sign all of their schools up for membership - please contact us to find out more.
- Those individuals signing up to full PSHE Association membership have a right to cancel this membership within seven days of the contract with PSHE Association, or seven days of receipt of the membership details (whichever is the longer). If a member cancels their order, they will have their payment returned by contacting us to request a refund.
- Membership of the PSHE Association does not represent an endorsement or accreditation of the applicant or their organisation. Members must not use PSHE Association membership to

state or imply such endorsement. Organisations that produce classroom resources for PSHE Education may consider applying for our Quality Mark.

- The Concessionary discount is only available for those individuals who are personally paying for the membership and is not available when purchased by an employer or organisation.
- Individuals who meet the eligibility criteria for the concessionary discount on the individual membership tier will only receive the discount in the first year of their individual membership. After this period ends, if the individual is opted into our auto-renewal service, they will be renewed at the full price for individual membership. If the individual has opted out of our renewal service, they will be invited to renew their individual membership at full price. The concessionary discount is a one-time offer and cannot be used by the same individual more than once.
- Before membership expiry the membership contact/s will receive an email advising them that the membership is about to expire. The membership will be renewed after we have received notification that the member wishes to renew and we have confirmed payment. Where a membership has opted into auto-renewal we will automatically take payment or issue an invoice on the renewal date.
- Organisations and individuals are not permitted to sell PSHE Association memberships or member benefits unless they have our explicit permission.

### **Your use of this site**

Your use of this site constitutes acceptance of these terms and conditions, which take effect on the first day of use of the site. You agree to use this site only for lawful purposes, and in a manner which does not infringe the rights of, restrict, or inhibit the use and enjoyment of this site by any third party. Such restriction and inhibition includes, without limitation, conduct which is unlawful or which may harass or cause distress or inconvenience to any person, the transmission of obscene or offensive material or disruption of normal flow of dialogue within this site.

### **Modification of the terms and conditions**

The PSHE Association reserves the right to change the terms and conditions by posting the changes online. Your continued use of the site after changes are posted constitutes your acceptance of this agreement as modified.

### **Copyrights**

Copyright in the material (including information, downloadable resources, images, logos, photos, and overall appearance of the site) is owned by the PSHE Association. Commercial use or publication of the material including reproduction, storage, modification, distribution or publication without the prior written consent of PSHE Association or, where applicable, the respective copyright owner(s) is prohibited, except for your own personal or non-commercial use.

### **Photographs**

Some photographs of children and young people in this site may be of models, otherwise permissions of use will have been requested from parents/ guardians. You do not have permission to use these photographs for your own use.

### **Links to other websites**

The PSHE Association is not responsible for the contents or the reliability of linked third-party websites, either to or from the PSHE Association website, and does not necessarily endorse the views expressed within them. Any site wanting to create a link to the PSHE Association website, or to request a link to be created to them, should contact us.

### **Limitation of liability**

The PSHE Association does not accept liability for any damages, including, without limitation, indirect or consequential damages, loss of profits, or any damages whatsoever arising out of, or in connection with the use or loss of use of this site. The PSHE Association does not warrant that the functions contained in the material in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs. Use of this website and the information is entirely at the user's sole risk. In no event will PSHE Association be liable for any damages whatsoever arising out of or related to this website. Your sole and exclusive remedy for dissatisfaction with this website is to stop using the site and the information.

### **Content accuracy**

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 the PSHE Association's attention by contacting us.

### **Comments or complaints**

PSHE Association is a registered charity, no 1127056 and company limited by guarantee, no 6551975 . Registered Office: Coram Campus, 41 Brunswick Square, London, England, WC1N 1AZ

### **Privacy**

We take your privacy and the security of your data very seriously. The PSHE Association [privacy policy](#) sets out how the PSHE Association collects and uses any information that you give us.