



Assessment Academy
Assess Better | Create Learning | Make Progress

@EvidenceInEdu
#AssessBetter

T: +44 (0)191 389 3792

W: www.assessment.academy

E: assessment@evidencebased.education

Assessment Lead Programme Online Training and Community Terms of Use

Updated: 11/01/2018



Please read these Terms of Use carefully before registering for the Assessment Lead Programme (“the Programme”).

The Programme includes access to the Assessment Lead Community (“the Community”) and use of Evidence Based Education resources. The Community is powered by Zendesk; Zendesk has its own Terms of Use, and by using the Community, you agree to be bound by their terms.

Any references to “the Website” encompass access to all of these components (i.e., the Programme, the Community, and any associated resources).

Evidence Based Education is the owner of the Programme. By registering for the Programme you agree to be bound by these Terms of Use and the Copyright Statement. We reserve the right to withdraw all or part of the Website at any time.

Your Responsibilities

You acknowledge that you are responsible for making back-up copies of all your data and taking appropriate precautions against viruses, hacking and other types of computer misuse.

Damage to Your Computer

Whilst we make every effort to ensure that the Website does not contain any errors, malfunctions or corruptions, we do not accept responsibility for any damage to or loss of data on your computer system, network or server that results from the download or use of the Website, or any of the materials on the Website.

Accessibility of the Website

Although we use reasonable endeavours to ensure that the Website is available 24 hours a day, seven days a week, we cannot promise that access to the Website will be uninterrupted or error-free. You accept that you will not have a claim for breach of contract or otherwise in respect of such period of unavailability. You also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the Internet and the World Wide Web, including viruses.



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Our Liability to You

We shall not be liable to you for any of the following types of loss or damage arising out of or in connection with your use of the Website or any or content and/or facilities provided via the Website:

- any loss of profits, loss of earnings, loss of anticipated savings, goodwill or revenue;
- any loss or corruption of data; or
- any indirect or consequential loss.

Course Access

Any right to access the training course materials (including but not limited to course content, the Community and its contents, and any resources provided as part of the Programme) is personal to your school/organisation, and you may not transfer your rights to access the training course materials to another school/organisation unless we have consented in writing to you doing so.

Jurisdiction

These Terms are governed by and shall be construed in accordance with the laws of England and Wales. Any dispute arising between us and you under or in connection with these Terms shall be subject to the non-exclusive jurisdiction of the English courts.

Copyright and Use of Materials

The materials on the Website are protected by our copyright and other intellectual property rights. Refer to the [Copyright Statement](#).

If you are purchasing a training course on behalf of your school or organisation, you may provide access to course materials to individuals within said school or organisation.

Where you have been granted access to course materials, either as a result of your own purchase or because you have been granted access rights by someone else, you may not re-sell access to the materials or otherwise distribute usernames and passwords to anyone except as permitted under these Terms or as permitted in writing by us.



Third-Party Links

The Website may provide links to third-party websites from time to time. We are not responsible in any way for the content of any third-party website or for goods or services provided by the operators of such websites.

Amendments to the Terms

We reserve the right to amend these Terms from time to time. When we make a change we will update this page.

Your Information

You agree that the information that you provide to us on registration and at all other times will be true, accurate, current and complete and you agree that you will ensure it is kept accurate and up to date at all times. We may refuse to accept your application to register as a user for any reason in our absolute discretion.

Usernames and Passwords

When you register as a user of the Website you may be asked to select a username and password. Where relevant, you should keep your username and password confidential and you must notify us immediately of any unauthorised use of your username or password or if you believe that your username or password are no longer confidential. We reserve the right to require you to alter your username and password if we believe that they are no longer secure or for routine security. For increased security, we also operate passwordless technology on some of our platforms. In these cases, we will endeavour to make sure that email delivery functions in a timely fashion to make sure that you are able to log in seamlessly; it is your responsibility to make sure that your school's IT department ensures that these emails are whitelisted and therefore delivered without issue.



Suspension and Termination of Your Account

You agree that we may at any time without notice terminate your user account and delete all information stored on it, unless it contains course materials that have not exceeded their expiry date.

We reserve the right to withdraw all or part of the Website at any time.

Formation of a Contract of Sale

In order to purchase and subsequently access a training course, you must register as a user of the Website.

When you place an order for a training course you are offering to purchase that course on these terms. We shall have the right to decline or cancel your order.

A legally binding agreement shall not come into existence until we have accepted your offer to purchase a training course by means of a separate confirmation email from us, which will be effective upon sending.

We reserve the right to withdraw at any time training courses advertised for sale on the Website.

Payment

You agree to pay us the course fee. Course fees are quoted in pounds sterling, excluding VAT.

Provision of Access

We will provide you with access to online training course materials after we have confirmed your order by email, you have paid the course fee, and upon reaching the stated "Course Start Date", where applicable.

Transfer of Places and Changes of User Details

For any number of reasons, including but not limited to changes in staffing, or new roles/responsibilities, you may want to request a change of details for one or more of your users.



This will be done at our discretion, and an administration fee of £30 (excluding VAT) will be charged for each user requiring changes.

Your Right to Use the Course Materials and Your Related Obligations

In consideration of receipt by us of the course fee, we grant to you a non-exclusive, non-transferable licence to use the training course materials for the sole purpose of personal home or school use.

Save as expressly set out in these Terms, you may not modify, copy, reproduce, re-publish, upload, post, transmit or distribute in any way any of the training course materials. Any use of the training course materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of either our copyright or our other intellectual property rights, and / or the copyright or other intellectual property rights of our licensors.

Quality of the Services

We will provide the training course materials in accordance with the course description which is set out on the Website.

We do not make any commitment to you that the course will meet any specific requirements that you have and we expect you to take reasonable care to verify that the course in question will meet your needs. We do not make any commitment to you that you will obtain any particular result from your use of the training course materials or that you will obtain any particular qualification on completion of the course (unless otherwise stated on the Website).

Other than the stated minimum technical specification, we do not make any commitment that the training course materials will be compatible with or operate with your software or hardware.

All representations, warranties and/or terms and/or commitments not expressly set out in these Terms (whether implied by law, conduct, statute or otherwise) are hereby excluded to the maximum extent permissible at law.

Our Rights to Stop Providing the Services to You

We will make the training course in question available to you following successful payment and the issue of your confirmation email.



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In the case of the Assessment Lead Programme, the course fee entitles you to use of the course materials until successful completion of the course materials, up to a maximum of one calendar year. The support around the Assessment Lead Programme, and access to the International Network of Assessment Leads, is included in the course fee for a duration of one calendar year. After the calendar year is up, this support and access to course materials shall be terminated, unless support and extended use of materials are subscribed to for a small annual fee – details of this service will be provided when the calendar year is coming up due. If you wish to access the training course materials after your access has been terminated, you will need to submit a new order to us. In certain circumstances, we may extend the time period in which you may access the training course materials.