

Terms and conditions for Schools

Kids Corner Education TERMS OF LICENCE AND USE

This Agreement details the licence we grant you and governs your use of members.kidscornereducation.com subscription service. By accessing the Service you are agreeing either yourself or on behalf of your establishment to the terms that appear below whether you or your establishment have purchased or another party, for example only your Local Authority, is paying for the subscription.

1 Provision of Service

1.1 The member.kidscornereducation.com website (the "Membership Site") and the Service are owned by kidscornereducation.com and Kids Corner Education.

1.2 You will receive access to the Service following payment, for the period of your subscription. Kids Corner Education agrees to provide you with reasonable support by telephone or email during normal working hours for the purpose of assisting you to maintain your access to the Membership Site.

1.3 You acknowledge that you have provided Kids Corner Education with accurate and complete registration information and that it is your responsibility to update Kids Corner Education of any changes to that information (including your email address) via info@kidscornereducation.com

1.4 These terms and conditions (including any documents referred to within them) contain all the terms on which we provide the Service to you. They supersede any prior promises, representations, undertakings or implications made.

1.5 Where you are a private consumer, nothing in these terms and conditions shall detract from your statutory rights.

1.6 Access to the Service (except for those parts that we make freely available) is only provided to you on condition that either you pay the Fee (if you are an individual member) or you are a duly authorised employee of an institution that has paid the Fee.

1.7 Your Subscription begins on the day that we send email notification from Kids Corner Education. It is your own responsibility to ensure that the details are passed on to the relevant person at your school or library to facilitate access to the site.

1.8 The fee for your subscription (the "Fee") is calculated monthly or annually on the anniversary of the start of your subscription based upon your subscription type (unless otherwise stated) and payable by such method of payment as Kids Corner Education requests. The Fee is calculated on a monthly anniversary if you have paid for a monthly subscription or calculated annually if you have paid for an annual subscription. Kids Corner Education shall be under no obligation to provide the Service until the Fee has been paid. Your subscription will roll over on a monthly period and only end if you confirm whether written or verbal which would then need to be written that you wish it to do so and agree to make payment of the final Fee which would be invoiced to you 30 days prior to the service ending. If you fail to pay the Fee for any subsequent month Kids Corner Education may suspend your access to the Service until your Fee is paid. If you choose to pay for a yearly subscription then we would need a minimum of a month's notice of termination before we cancel your subscription for members.kidscornereducation.com

1.9 On registration you or your establishment will be allocated unique ID details. You are responsible for all use of the Service using your ID and for preventing unauthorised use of your ID. You must

ensure that any user you pass the ID details onto complies with the terms of this Agreement and all reasonable user terms made available on the Site.

1.10 If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID, you must notify Kids Corner Education immediately by emailing hello@kidscornereducation.com

1.11 You may use the Service on all computers on all networks within the purchasing establishment, so long as computers outside of the establishment cannot access the Service. The Service cannot be used on any computer or networks outside of the purchasing establishment or those establishments the service has been procured on behalf of, unless by teachers from the purchasing establishment who may use the Service at home for lesson planning and preparation purposes. You may also use the Service on a portable computer within the establishment.

1.12 You may not rent or lease access to the Service and you may not provide access (or allow any other person to provide access) to the Service on any other computer (except as expressly permitted in paragraph 1.11 above).

1.13 If Kids Corner Education reasonably believes that your ID is being used in any way which is not permitted by this Agreement, Kids Corner Education reserves the right to cancel access rights immediately on giving notice to you and to block access from your ID.

2. Ownership of Copyright

2.1 The Service (including any images, designs, photographs, animations, video, audio, music and text incorporated into the Service) is owned by Kids Corner Education and is protected by United Kingdom copyright laws and international treaty provisions. All material displayed on the Service belongs to Kids Corner Education. Subject to clause 2.2 users may retrieve and display the Service on a computer screen, print individual pages on paper and store files on your internal server for your internal educational non-commercial purposes that comply with this agreement.

2.2 You may not (without prior written permission from Kids Corner Education):

2.2.1 redistribute any of the Content (including by using it as part of any library, archive or similar service);

2.2.2 remove the copyright or trademark notice from any copies of Content made under this Agreement;

2.2.3 create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content;

2.2.4 modify, reproduce or in any way commercially exploit any of the Content.

2.2.5 reverse engineer, decompile, or disassemble the Service. This clause does not prevent access to activities on an individual basis via a VLE or cached files as purposefully supplied by Kids Corner Education for the reduction of bandwidth.

2.3 You acknowledge that "members.kidscornereducation.com" is a trade mark and that you may not use it without written permission.

3 Warranties

3.1 Kids Corner Education will use its reasonable skill in making the Service available to you and in ensuring its continuing availability during your Subscription. However because of the nature of the Internet and computer software and hardware, errors and omissions do occur and Kids Corner

Education does not give any other warranties in respect of the Service. In particular, you should not take the accuracy of the information for granted and Kids Corner Education makes no warranty that the Site is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this Agreement to the extent that they may be excluded as a matter of law.

4 Limitation of Liability

4.1 Kids Corner Education will use its reasonable endeavours to resolve faults in the Service during the Subscription. You agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to the direct damages you actually incur up to an amount equivalent to the Fee actually paid or payable in relation to your use for the relevant term of the service. Where you are still in the trial period, your only remedy will be to terminate your use of the service.

4.2 To the maximum extent permitted by applicable law, in no event shall Kids Corner Education be liable for any damages which arise out of the use or inability to use the Product (including, without limitation, damages for the loss of business profits, business interruptions, loss of business information, or other pecuniary loss), even if Kids Corner Education has been advised of the possibility of such damages. In any event, Kids Corner Education entire liability to you under this Agreement or with regard to the Product shall be limited to the amount actually paid for the Product.

5 Privacy Policy

5.1 We do not store credit card details nor do we share customer details with any 3rd parties

5.2 The information that you provide about yourself to Kids Corner Education, members.kidscornereducation.com and kidscornereducatoin.com will only be used by Kids Corner Education in accordance with its Privacy Policy. Please read the Privacy Policy carefully and if you have any questions, please email info@kidscornereducation.com

6 Cookies

6.1 A cookie is a small file, which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Most users will often have their web browsers set to accept cookies by default.

6.2 We use cookies on member.kidscornereducation.com and kidscornereducation.com to provide you with the best possible experience on our website and to identify critical account details such as account, user and curriculum identification. Additionally, we use cookies from Google Analytics to anonymously record your usage of the website. This helps us analyse data about webpage traffic and improve our service in order to tailor it to customer needs. We only use this information for statistical analysis purposes to influence our development plans.

6.3 Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us.

6.4 By accepting these terms and conditions of use you accept the use of cookies as an essential part of the members.kidscornereducation.com service.

7. Email communication

7.1 By taking a subscription to members.kidscornereducation.com you agree to receive occasional "account maintenance" email notifications, these will inform you when you are approaching the end of your subscription period and also provide links to getting started resources when you first subscribe as well as essential account information in relation to the service. You will also be placed onto the mailing

list to receive our added value marketing emails that provide additional classroom resources and news about new features, which you can unsubscribe from at any stage.

8. Free Trial

8.1 Your first 14 days are 100% free and if you cancel your subscription before the end of your trial then you will not be charged

8.2 If you don't cancel within the 14-day free trial you will be billed for the first month of subscription.

8.3 Payments will be taken after your 14-day free trial has finished and you haven't cancelled.

8.4 If you are cancelling during your 14-day free trial and do not wish to be billed for your first full month, then please log into your PayPal account and cancel your subscription prior to your first payment.

9. Cancelling

9.1 Cancelling is simple, just give us a call or send an email to info@kidscornereducation.com

9.2 You will need to give us a month's notice so that we can cancel the account

9.3 If you are cancelling during your 14-day free trial and do not wish to be billed for your first full month, then please log into your PayPal account and cancel your subscription prior to your first payment.