



VLE Support Limited
TMS House
Cray Avenue
Orpington
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BR5 3QB

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VLE Support Limited Terms and Conditions and End User Annual Software Licence Agreement

Between:

1. XXXXXXXXXX (the "Client"); and
2. VLE Support Limited, TMS House, Cray Avenue, Orpington, Kent, BR5 3QB, Company registration number : 03322835.

Contract Summary Page

Client Key Contact	TBC
VLE Key Contact	TBC
Licence Start Date:	TBC
Initial Term:	TBC, minimum 24 months
Licence Expiry Date:	TBC
Auto Renewal	Yes, for 12-month periods if not terminated by serving the Minimum Notice Period
Minimum Notice Period: (<i>termination notice</i>)	3 months prior to the end of the Initial Term or any Renewal Term
Services:	Software services as purchased
Sub-Contractors:	Fasthosts (providing hosting services only)
Contract Value:	Year 1 £TBC+VAT as per quotation Year 2 £TBC+VAT as per quotation Year 3 £TBC+VAT as per quotation (if purchased)
Invoice Frequency:	Annually in advance (unless otherwise agreed)

Whereas:

(A) VLE is a software provider, with a system that provides a range of software products which serve various purposes within the education sector, including

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recruitment processes and tracking and monitoring student provision and outcomes.

(B) The Client is an education institution which provides training, experience and qualification opportunities to students.

(C) VLE agrees to provide the Services and Software, and the Client agrees to pay the fees and observe the licence terms as set out in this Agreement.

Entire Agreement agreed to and signed

The Client

Date:

Mark Trinick, Managing Director, VLE Support Limited:

VLE

Date:

VLE Support Ltd.

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VLE Support Limited Terms and Conditions

1. DEFINITIONS

- 1.1. **"Agreement"**, means this agreement made up of this summary page, the Terms and Conditions, the End User Annual Software Licence Agreement and any applicable Appendices;
- 1.2. **"Applicable Law"** means all laws, regulations and directives that are applicable to the parties in performing their obligations under this Agreement, (including but not limited to the Data Protection Laws and any British Standards or requirements or guidance of any relevant statutory and regulatory bodies as each may be updated, re-enacted, consolidated or replaced from time to time);
- 1.3. **"Client Data"** any of the data (including Personal Data as defined in the Data protection laws) and/or databases supplied by the Client to VLE in connection with this Agreement but excluding VLE Data;
- 1.4. **"Client Materials"**: means anything provided to VLE by the Client under this Agreement, including but not limited to equipment, software, data, documents, manuals, policies held on and/or in any format;
- 1.5. **"Confidential Information"** means any and all information of either party when it is shared with the other party under this Agreement and relates to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customers, market opportunities, transactions, affairs and/or business of the parties and/or their customers, suppliers, group companies in or on any medium or format, including Client Data, Client Materials and VLE materials;
- 1.6. **"Data Feed"** means the presentation of formatted data from within the Client's SQL-based Management Information Systems (MIS) database in the form of scripted SQL Views or equivalent.
- 1.7. **"Data Feed Acceptance Process"** means a written notification (usually given by electronic means) provided by VLE and confirmed by the Client and VLE, that the Data Feed is being delivered to the Software in an acceptable and complete form.
- 1.8. **"Data Protection Laws"**: means as applicable and binding on the Client, VLE and/or the Software: the Data Protection Act 2018, the retained EU law version of the General Data Protection Regulation (EU) 2016/679 ("**UK GDPR**"), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) (Amendment) Regulations 2011 and all applicable laws, regulations, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) relating to the protection of individuals with regards to the processing of personal data and privacy to which a party is subject, including where applicable the guidance and codes of practice issued by the UK's Information Commissioner's Office and any generally accepted code of good practice;

- 1.9. **"Data Security Incident"** means as defined in the Data Protection Law;
- 1.10. **"Data Subject"** means an individual who is the subject of the personal data, as specified in the DPA 2018;
- 1.11. **"Data Subject Request"**: means a request made by a data subject to exercise any rights of data subjects under Data Protection Laws;
- 1.12. **"End User(s)"** means any employee, officer, parent, representative or student of the Client; or external employer associated with the Client's training programmes, who as part of their responsibilities necessarily uses the Software;
- 1.13. **"Error"** means any failure of the Software to conform in all material respects to the user documentation for the Software published from time to time by VLE. However, any non-conformity resulting from the Client's misuse or improper use of the Software or combining or merging the Software with any hardware or software not authorized to be so combined or merged by VLE, shall not be considered an Error;
- 1.14. **"Error Correction"** either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on the Client of such non-conformity;
- 1.15. **"Enhancement"** any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an Error correction. VLE may designate enhancements as minor or major, depending on VLE's assessment of their value and of the function added to the pre-existing Software. Enhancements are carried out at the discretion of VLE;
- 1.16. **"Good Industry Practice"** means standards, practices, methods and procedures conforming to Applicable Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances;
- 1.17. **"Instance of the Software"** means a single installation of the software or a single Client account, giving access in both cases to the End Users of the Client.
- 1.18. **"Intellectual Property Rights"** means all patents, rights to inventions, copyright 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;
- 1.19. **"Insolvency Event"** means any of the following events:

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- (i) party has a receiver, administrator or provisional liquidator appointed, or are subject to a notice of intention to appoint an administrator;
 - (ii) passes a resolution for winding-up (save for the purpose of a solvent restructuring previously approved in writing by the other Party) or have a winding up order made by a court;
 - (iii) enters into any composition or arrangement with creditors (other than relating to a solvent restructuring previously approved in writing by the other Party);
 - (iv) ceases to carry on business;
 - (v) has any steps or actions taken in connection with any of these procedures; or
 - (vi) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
- 1.20 **"Losses"** means any and all expenses, damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other) and amounts paid or payable in settlement, including, without limitation, reasonable legal costs and expenses, all interest, assessments and other charges paid or payable.
- 1.21 **"Licence Start Date"**– the date upon which the licence to use the Software commences, as stated in the Contract Summary Sheet.
- 1.22 **"Licence Expiry Date"** – the date upon which the licence to use the Software ends, as stated in the Contract Summary Sheet.
- 1.23 **"Initial Term"** the period of time as defined in the Contract Summary sheet (attached)
- 1.24 **"Process", "Processed", "Processor", "Processing", "Controller",** shall each have the meaning applied to it in the Data Protection Legislation;
- 1.25 **"Releases"** new versions of the Software, which may include both Error Corrections and Enhancements;
- 1.26 **"Renewal Term"** means a further period of a minimum of 12 months (or as agreed) commencing from the day after the last day of the Initial Term and each anniversary of such date;
- 1.27 **"Services"** means the Software and Support services provided by VLE under this Agreement;
- 1.28 **"Software"** the VLE Support Limited collection of products, known as "eSuite", comprising a number of standalone software applications (as purchased), which are web-based applications that aggregate information entered by educational providers, and present that information using a consistent interface. The applications also may provide data management and reporting facilities.
- 1.29 **"Software Licence"** – means a licence or licences granted by VLE to the Client to use the Software for an agreed period of time, in accordance with the relevant quotation and in accordance with the conditions of use set out in this Agreement;
- 1.30 **"Software Licence Fee"** means the fees agreed for the Software Licence during the Initial Term;

- 1.31 **"Software Licence Renewal Fee"** – the agreed sum of money paid by the Client to VLE in order to purchase the Software Licence for a further period of time after the initial Term
- 1.32 **"Software Licence Key"** – a specific set of characters controlled and issued by VLE to the Client, in order to enable the use of the Software for a specified period of time, in accordance with the specific Software Licence agreed between the Client and VLE;
- 1.33 **"Supervisory Authority"** means any applicable authority that oversees compliance with the Data Protection Laws (in the UK currently the Information Commissioners Office) as may be varied from time to time.
- 1.34 **"Support"** means the support and maintenance services in relation to the Software provided by VLE in accordance with the 'VLE Support Annual Software Support Agreement';
- 1.35 **"Term"** means the period of this Agreement to include the Initial Term and any Renewal Term until the effective date of termination.
- 1.36 **"VLE Data"** means any data included within the Software, excluding Client data, which delivers the functionality of the Software.

2. INTRODUCTION

These Terms and Conditions form an integral part of the Client's use of the Software during the Term of this Agreement and take precedence over the Client's own trading conditions where there is a conflict.

3. QUOTATIONS

These are valid for three months from the date on the quotation, unless VLE withdraws the quotation, in writing, prior to written acceptance by the Client.

4. VARIATIONS

Any variations to the order will be subsequently agreed in writing with the Client.

5. END-USER ANNUAL SOFTWARE LICENCE AGREEMENT

Use of the Software will be strictly in accordance with the VLE Support Limited End User Annual Software Licence Agreement (below) and subject to review from time to time.

6. ANNUAL SUPPORT AGREEMENT

Purchase and use of the Services and Software will be strictly in accordance with the VLE Support Limited Annual Support Agreement (Appendix 1) and subject to review from time to time.

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7. PAYMENT

- 7.1. Payment of valid and undisputed invoices will be made strictly within 30 days from the date of invoice (net 30) unless otherwise specified in writing. VLE Support will reference Client Purchase Order numbers on all invoices where applicable.
- 7.2. Software Licence Fees and Software Licence Renewal Fees will be paid by the Client in advance of (a) supply and installation of the Software for the Initial Term, or (b) a new Software Licence Key for any Renewal Term, as appropriate.
- 7.3. Payment for all Software Licence Fees will be made in annual instalments, unless otherwise agreed in writing.
- 7.4. All correspondence relating to payment, invoices etc must clearly show the Client's purchase order number and VLE's invoice number, otherwise it may be rejected.
- 7.5. Software Licence Fees at the point of contract renewal are subject to annual price adjustment for upgrade, inflation or other change.
- 7.6. Annual Support Costs (as detailed on any relevant quotation) are subject to annual price adjustment for upgrade, inflation or other change.

8. LATE PAYMENT AND ABORTIVE COSTS

- 8.1. Interest on late payments will be charged at 8% per annum above Bank of England Base Rate following written confirmation, unless otherwise specified in writing.
- 8.2. Cancellation charges and abortive costs may apply in certain circumstances, but will not exceed the value of the relevant purchase order, or the value of the relevant quotation in line with the circumstances outlined in clause 15.3.3 (below), and will be charged following written confirmation.
- 8.3. Any debt recovery costs incurred by VLE will be charged to the Client following written confirmation.

9. VAT

All prices are subject to VAT and other government taxes at the current rate.

10. USE OF CLIENT LOGO

The Client agrees that VLE may use the Client logo for marketing purposes, e.g on their website and any promotional literature, unless otherwise agreed in writing.

11. GOVERNING LAW

This Agreement is governed by and interpreted in accordance with English law. Any disputes or claims relating to this Agreement shall be subject to the exclusive jurisdiction of the English Courts.

12. DISPUTES AND TERMINATION

- 12.1. Where either party breaches the provisions of these Terms and Conditions then the innocent party may give written notice to the breaching party of the default and, where appropriate, require the breaching party to remedy such default(s) within 7 days or such longer period if mutually agreed. If the default(s) are not or cannot be remedied within this period then the innocent party will be entitled to terminate this Agreement immediately.
- 12.2. Where either party terminates this Agreement any outstanding Software Licence Fees or Software Licence Renewal Fees will remain payable in full. For the avoidance of doubt, if the Client terminates due to a breach of any the terms of this Agreement by VLE, including as set out in clause 12, then the Client shall be entitled to a pro-rata refund of any Software Licence Fee or Software Licence Renewal Fees paid in advance, for any period during which VLE does not provide the Services and/or Software. VLE reserves the right to employ debt collection agencies to recover any outstanding debt as necessary.
- 12.3. Where VLE suspend service as a result of the Client's breach, fault or omission and VLE subsequently agree to reconnect the service; the Client shall reimburse VLE for all reasonable costs and expenses incurred in suspending and recommencing provision of the service.

13. LIQUIDATION / BANKRUPTCY / CLOSURE

Where a party is the subject of any Insolvency Event (the "**Insolvent Party**") , the other party will be entitled to deem this Agreement as terminated by the Insolvent Party immediately without further liability or notice on the date of such Insolvency Event.

14. ENTIRE AGREEMENT

- 14.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all previous agreements, arrangements or undertakings between the parties relating to the subject matter of this Agreement and any representations or warranties previously given or made to it.
- 14.2. Failure or neglect by either party to exercise any of its rights or remedies under this Agreement will not be construed as a waiver of that party's rights nor in any way affect the validity of the whole or part of this Agreement nor prejudice that party's right to take subsequent action.

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End User Annual Software Licence Agreement

14. INTRODUCTION

- 14.1. This Licence Agreement is an agreement between the Client and VLE. Please read this Licence Agreement and applicable documentation carefully before using the software as they contain important information about your rights and obligations. It governs your use of the Software and related documentation supplied to you by VLE.
- 14.2. If you do not wish to be bound by this Agreement, then you may not use the Software.

15. LICENCE

- 15.1. Specific conditions of use apply to the type of single End-User Annual Licence you have acquired from VLE. These are:
 - 15.1.1. End-User Licence: With a single End-User Licence, the Client may only use one Instance of the Software. Should the Client require further Instances of the Software, for any purpose, further charges may apply.
- 15.2. Term and Software Licence renewal:
 - 15.2.1. For the Initial Term, the Software Licence will commence 30 days after receipt of the Purchase Order (the "Licence Start Date"), unless the software is made available to the Client within a shorter timescale. The Licence Start Date will be noted on the Contract Summary Page (above). During any Renewal Term the Software Licence commences on the anniversary of the Licence Start Date for a minimum period of 12 months.
 - 15.2.2. VLE agrees to act in a timely fashion to make the Software available to the Client within a maximum of 30 days of the receipt of the Purchase Order. The Client also agrees to act in a timely fashion to ensure that the Client's necessary actions are completed promptly to ensure that the Software can be made available to them for their own use within the 30 day timescale.
 - 15.2.3. The Licence Start Date will be put into effect no later than 30 days after the Purchase Order has been received, even if the software is not yet available for the Client's use.
 - 15.2.4. VLE has sole responsibility in deciding the Licence Start Date, and reserves the right to determine whether any delay in the start date, due to mitigating circumstances, should occur.
 - 15.2.5. The Software Licence will automatically renew annually for a Renewal Term, unless and until the Client gives notice in writing that they wish to terminate the Agreement in accordance with clause 15.3.3.

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- 15.2.6. VLE will issue a renewal quotation to the client annually, approximately four months before the Licence Expiry Date.
- 15.2.7. Where applicable, following receipt of the renewal quotation, the Client agrees to provide a Purchase Order for the renewal of the Software Licence at the agreed amount at least 33 days before the Licence Expiry Date if paying by electronic BACS transfer.
- 15.2.8. VLE will issue a Software Licence Key upon receipt of full payment of the Software Licence Fee and each Software Licence Renewal Fee. The Software Licence Key shall enable the functionality of the Software until the next Software Licence Fee is due.
- 15.2.9. Should any payments for the Software Licence Fee not be received in full on or before the agreed date, the use of the Software may be disabled or restricted until payment is received, at which point a new Software Licence Key will be issued and the functionality of the Software shall be restored.
- 15.2.10. VLE may, at its discretion, issue a temporary Software Licence Key, (for a maximum period of 30 days) to enable the use of the Software until the full payment of the overdue Software Licence Fee or Software License Renewal fee is received.

15.3. Licence Termination

- 15.3.1. When the Software Licence is terminated or is not renewed under separate agreement at the end of the Term, both parties must destroy all related documentation of the other and Client Materials as applicable.
- 15.3.2. On termination, VLE will ensure that the Client has reasonable access to export any Client Data stored on the Software. Subsequent to this process, the Client Data will be deleted/destroyed or rendered unreadable by VLE and access to the Software will be terminated by VLE.
- 15.3.3. The Client may terminate this Agreement and the Software Licence no earlier than the end of the Initial Term, by notice to VLE in writing at least three months prior to the end of the Initial Term or any Renewal Term. If written notice is not received at least three months prior to the end of the Initial Term, then this Agreement and the Software Licence will be automatically extended for a further twelve months and the Software Licence Fee detailed in the quotation most recently provided will be payable in full.
- 15.3.4. VLE reserves the right to employ debt collection agencies to recover any outstanding debt as necessary. Any debt recovery costs incurred by VLE will be additionally charged to the Client.

15.4 Adjustments and variations

- 15.4.1. After the Initial Term, the Software Licence Fee at the point of renewal is subject to annual price adjustment for upgrade, inflation or other change, subject to agreement between the parties.

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- 15.4.2. Software Licence Fee in the initial quotation for the Initial Term will remain fixed for the entire Initial Term and will not be adjusted due to inflation or other change.
- 15.4.3. Within the Initial Term, annual support costs (as specified on the relevant quotation) are subject to an annual increase, at the discretion of VLE, of 5% per annum.

16. RESTRICTIONS ON USE

- 16.1. The Client shall not, and shall procure that its End Users shall not:
 - 16.1.1. copy any written documentation accompanying the Software;
 - 16.1.2. remove or obscure any copyright and trademark notices or other proprietary notices relating to the Software.
 - 16.1.3. give access to any portions of the Software to any third party, nor extract, copy, translate or transfer any VLE Data held within the Software to any third party or third party software package, except under the terms of a Developer Distribution Licence if you have acquired such a licence from VLE.
 - 16.1.4. inject, alter or feed any data directly into the Software database.
 - 16.1.5. rent or lease the Software to any third party.
 - 16.1.6. use the Software in any way other than in a manner specifically licensed under this Agreement.
 - 16.1.7. display copies of the Software for download, including or excluding screen shots of the Software or any other elements therein on any public media, or by any other unauthorised means.

17. DATA PROTECTION AND DATA PROCESSING AGREEMENT

- 17.1. The Data Controller ('The Client') authorises the Data Processor ('VLE'), to process personal data on its behalf solely for the purposes of fulfilling the contractual terms of this agreement, in order to provide the use of the relevant software product ('the Software') and associated support services to the Client and for no other purpose.
- 17.2. The data processing will commence at the Licence Start Date, other than for processing activities related to the installation and set up of the software, which may occur prior to the Licence Start Date.
- 17.3. The data processing will conclude at the Licence Expiry Date, other than for transfer of data to the Client and / or deletion of the data, which will take place as soon as practicable after the Licence Expiry Date, unless the contract is automatically renewed in accordance with the terms of this Agreement or a subsequent contract extends the agreement to process data.

- 17.4. The type of data processed will vary depending upon which software products have been purchased by the Client. Please see Appendix 4 for details of which types of data are processed for each product.
- 17.5. The categories of data subjects will vary depending upon which software products have been purchased by the Client. Please see Appendix 4 for details of which categories of data subject are relevant for each product.
- 17.6. Where special category data is processed, such as ethnicity and disability, the impact of this data processing is incorporated into Data Protection Impact Assessments conducted by VLE and available to the Client upon request.
- 17.7. In performing the Services and its other obligations under this Agreement VLE will:
- 17.7.1. comply with the 'Data Protection Laws';
 - 17.7.2. not cause the Controller ('The Client') to breach any obligation under the 'Data Protection Laws'; and
 - 17.7.3. notify the Controller without undue delay if it identifies any areas of actual or potential non-compliance with the Data Protection Laws, without prejudice to its obligations to comply with, or to any rights or remedies that the Controller may have for breach of, the Data Protection Laws.
- 17.8. Where VLE use any sub-processors, VLE will ensure that all Data Protection Laws are followed by the sub-processor with regards to data processing activities. The Processor (VLE) shall remain responsible and liable to the Controller (the Client) for all acts and omissions of Sub-processors as if they were its own.
- 17.9. VLE will:
- 17.9.1. Ensure that personal data is processed only for specified, explicit and lawful purposes, following user and technical documentation for the Software where reasonably practicable, or following documented instructions (including this Agreement) from the Controller ('the Client') in order to provide support services, testing and maintenance of the Software; unless the Processor (or the relevant Sub-processor) is required to Process Personal Data to comply with:
 - 17.9.1.1. the law of the United Kingdom country, to which the Processor is subject, or
 - the European Union law or European Union member state law, to which the Processor is subject,
 - in which case the Processor will notify the Controller of such legal requirements prior to such Processing unless such law prohibits notice to the Controller on public interest grounds;
 - 17.9.2. VLE reserve the right to use anonymised Client Data for statistical purposes in line with GDPR legislation.

- 17.9.3. immediately notify the Controller ('the Client') if, in its reasonable opinion, any instruction received from the Controller ('the Client') infringes any Data Protection Laws;
- 17.9.4. ensure that any individual authorised to process Personal Data is subject to confidentiality obligations or is under an appropriate statutory obligation of confidentiality;
- 17.10. The Processor (VLE) will not make a Restricted Transfer without the Controller's (the Client's) prior written consent. If the Controller (the Client) gives its prior written consent to a Restricted Transfer, before making that Restricted Transfer the Processor (VLE) will demonstrate or implement, to the Controller's (the Client's) satisfaction, appropriate safeguards for that Restricted Transfer in accordance with Data Protection Laws and will ensure that enforceable rights and effective legal remedies for Data Subjects are available and the Controller (the Client) shall be updated as to such Restricted Transfers that have been consented to.
- 17.11. VLE will ensure that the data controller (the Client) is able to: (a) maintain the accuracy of the data; (b) ensure that the data kept up to date; (c) erase or rectify data without delay.
- 17.12. VLE will take steps to ensure that data remains secure, which are appropriate to protect against a Data Loss Event, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- 17.12.1. Such security measures will include (but are not limited to): the use of secure and encrypted authentication and access mechanisms; ssl certification and penetration testing.
- 17.13. VLE agrees to promptly (and in any event within 72 hours) notify the Controller of any request that it receives for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint that it receives from a Data Subject or Supervisory Authority or other third party in connection with Personal Data;
- 17.14. VLE agrees to provide reasonable assistance to the Controller (the Client) in responding to requests for exercising Data Subjects' rights under the Data Protection Laws and communications and complaints from Data Subjects and Supervisory Authorities and other third parties in connection with Personal Data, including by appropriate technical and organisational measures, insofar as this is possible;
- 17.15. VLE will not, without prior written consent from the Controller ('the Client'), make or permit any announcement in respect of a Data Security Incident or respond to any request for exercise of a Data Subject's rights under the Data Protection Laws or communication or complaint from a Data Subject or Supervisory Authority in connection with Personal Data;

- 17.16. VLE agrees to provide reasonable assistance to the Controller ('the Client') in:
- 17.16.1. documenting any Data Security Incidents and reporting any Data Security Incidents to any Supervisory Authority and/or Data Subjects;
 - 17.16.2. taking measures to address Data Security Incidents, including, where appropriate, measures to mitigate their possible adverse effects; and
 - 17.16.3. conducting data protection impact assessments of any Processing operations and, where appropriate, consulting with Supervisory Authorities, Data Subjects and their representatives accordingly.
- 17.17. With regard to the Right of Erasure (as specified in the GDPR), where VLE is requested by the Client to erase data, VLE will comply within one month.
- 17.18. With regard to the Right to Restrict Processing, if VLE receive a request to restrict data, VLE will comply by one or more of the following methods: (a) temporarily moving the data to another processing system; (b) making the data unavailable to users; or (c) temporarily removing published data from a website.
- 17.19. With regard to the right to data portability, VLE are able to provide or make accessible data in a raw format determined by VLE upon request. This will comprise only of Client Data and cannot include VLE Data.
- 17.20. With regard to the Rights in relation to Automated Decision Making and Profiling, there are no instances within our software where individual decision-making, including profiling, is solely automated.
- 17.21. VLE will notify the Controller (the Client) without undue delay (and if possible, within 48 hours) after becoming aware of a Data Security Incident, including the nature of the Data Security Incident, the categories and approximate number of Data Subjects and Personal Data records concerned, the likely consequences of the Data Security Incident and any measure proposed to be taken to address the Data Security Incident and to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all the relevant information at the same time, the information may be provided in phases without undue delay, but the Processor (and relevant Sub-Processors) may not delay notification under this Clause on the basis that an investigation is incomplete or ongoing;
- 17.22. VLE will retain data in line with its Data Retention Policy (Appendix below), dependent upon the specific products purchased.
- 17.23. On the end of the provision of the Services relating to the processing of Client Data, VLE shall make Client Data available to the Client in a portable format and thereafter securely dispose of the data, except to the extent that any applicable law requires VLE to store such personal data. This clause shall survive termination or expiry of the Agreement.
- 17.24. VLE will make available to the Controller all information necessary to demonstrate compliance with the obligations set out in this Agreement, including co-operating with any audits or inspections as may be reasonably requested in line with the GDPR legislation.
- 17.25. The Controller ('the Client') warrants that:
- 17.25.1. All data sourced by The Client for use in connection with the Software shall comply in all respects, including in terms of its collection, storage

and processing (which shall include The Client providing all of the required fair processing information to, and obtaining all necessary consents from, data subjects), with Data Protection Laws.

17.25.2. All instructions given by the Client to VLE in respect of personal data shall at all times be in accordance with the Data Protection Laws.

17.26. VLE owe no obligation to the Client or anyone else to monitor, check or review the legality, validity or accuracy of any data provided by the Client and stored on the Software.

17.27. In line with clause 23 of this agreement (Limitation of Liability), VLE agrees to indemnify the Client against any and all claims, costs and expenses related to Data Protection Laws, which the Client may incur resulting from VLE's acts or omissions in respect of the Software, and/or any breach of any of VLE's obligations under these Terms.

17.28. VLE and the Client agree to take account of any guidance issued by the Information Commissioner's Office. This Agreement may need to be amended in future in order to ensure that it complies with any guidance issued by the Information Commissioner's Office.

18. DATA INTEGRATION

18.1. Where applicable, the Client agrees to provide a Data Feed to the Software, which specifically follows the exact specification as defined in the relevant documentation provided by VLE. This can be implemented in two ways:

18.1.1. Where applicable, by the Client authoring a set of SQL Views which contain the Data Feed as defined in the relevant documentation; or:

18.1.2. By VLE authoring a set of SQL Views which contain the Data Feed as specified in the relevant documentation, providing that the Client:

- (a) Purchases the SQL Data Feed Support Service (see Appendix 3) and;
- (b) Provides VLE with remote access to the required servers and databases and provides a reasonable level of assistance to enable VLE to carry out the process of creating the SQL Views on behalf of the Client.

18.1.3. Upon request from VLE, on an annual basis, the Client agrees to follow the Data Feed Acceptance Process, which is a written notification (usually given by electronic means) provided by VLE and confirmed by the Client and VLE, that the Data Feed is being delivered to the Software in an acceptable and complete form.

19. ALLOCATION AND USE OF ADDRESSES

19.1. Where we allocate IP addresses to you they are for your use for the duration of this Agreement and do not belong to you. You accept that you do not and will not acquire any rights whatsoever in such IP addresses and they shall revert to us on

termination.

- 19.2. We shall be entitled, for commercial, operational or technical reasons or to comply with an obligation imposed on us, to withdraw or change any IP addresses allocated to you provided that we give to you reasonable notice.

20. INTELLECTUAL PROPERTY RIGHTS

- 20.1. The copyright, patents, trademarks and all other intellectual property rights in the Software and related documentation are owned by and remain the property of VLE or its suppliers and are protected by national laws and international treaty provisions. You do not obtain any rights in the Software other than those expressly granted in this Agreement.
- 20.2. All Intellectual Property Rights in the Client Materials will remain vested in the Client (or its relevant licensors) and to the extent that any rights in such materials vest in VLE by operation of law, VLE hereby assigns such rights to the Client.
- 20.3. Without prejudice to Clause 20.1, if any person claims that the possession and/or use of VLE Software or the Services by the Client, infringes the Intellectual Property Rights of that person or any other person (an "IP Claim"), VLE will indemnify the Client against all Losses that the Client incurs or will incur or suffer as a result of or in connection with that IP Claim. The indemnity in this Clause 20.3 will not apply to the extent that an infringement is caused by any specification for the Software or Services created by the Client.
- 20.4. The indemnity in Clause 20.3 is subject to the Client:
 - 20.4.1. promptly notifying VLE on becoming aware of any matter or claim to which the indemnity might relate;
 - 20.4.2. not making any admission, settlement or payment in respect of such matter or claim, other than a payment made pursuant to a court order, without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld or delayed); and
 - 20.4.3. allowing VLE, where appropriate, to appoint legal advisers of its choice and to conduct and/or settle negotiations and/or proceedings relating to such matter or claim and the indemnified party's reasonable requests in the conduct of any such negotiations and/or proceedings.

21. OBLIGATIONS OF VLE

- 21.1. Subject to the limitations upon its liability set out in clause 23, VLE shall:
 - 21.1.1. at all times comply with all Applicable Law;
 - 21.1.2. provide the Software and Services in accordance with the description in any accepted quotation and the terms of this Agreement;
 - 21.1.3. have obtained and continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the Client under this Agreement;

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- 21.2. Save as stated herein, VLE expressly disclaims all other conditions, warranties, terms and undertakings, expressed or implied, statutory or otherwise, relating to the Software and related documentation or technical support including but not limited to warranties of quality, performance, satisfactory quality or fitness for a particular purpose.

22. UPDATE POLICY

- 22.1. VLE may create, from time to time, updated Releases of the Software. VLE will make any such Releases available to the Client, at the discretion of VLE and in line with the 'VLE Support Annual Support Agreement'.

23. LIMITATION OF LIABILITY

- 23.1. Nothing in this Agreement shall limit either party's liability for:

23.1.1. fraud or other criminal act;

23.1.2. personal injury or death caused by our negligence;

23.1.3. any other liability that cannot be excluded by law; or

- 23.2. Subject to clause 23.1, neither party accepts any liability for any indirect or consequential loss or damage, or for any loss or damage, loss of profit, loss of revenue, loss of anticipated savings or loss of business, however caused and even if foreseeable or made known to that party at the date of this Agreement.

- 23.3. Subject to clause 23.1, neither party accepts any liability for any indirect or consequential loss of data, unless the loss of data is due to negligence or failure by either party to meet the Data Protection obligations under this Agreement.

- 23.4. Except as provided in clause 23.1, VLE maximum liability to the Client for any cause whatsoever will be limited to £1 million.

24. SEVERABILITY

If a Court or other competent authority decides that any provision of this Agreement is void or otherwise ineffective in whole or in part, then any other part and the other terms and conditions of this Agreement shall continue in full force and effect.

25. THIRD PARTY RIGHTS

The parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

26. ASSIGNMENT

Neither Party may assign, novate, sub-contract or otherwise transfer this Agreement nor any of its rights or obligations hereunder nor sub-license the use (in whole or in part) of the Software without the other Party's prior written consent.

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27. NOTICES

27.1. All notices shall be given:

27.1.1. to VLE via e-mail at accounts@vlesupport.co.uk

27.1.2. to you at either the e-mail or postal address you provide during any ordering process.

27.1.3. Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

28. ELECTRONIC SIGNATURE

The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. This agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement are signed when a party's signature is delivered by e-mail, or other electronic medium.

29. ALTERATION OR MODIFICATION

Save as otherwise expressly provided for, no variation to this Agreement will be effective unless it is in writing and signed by a duly authorised representative on behalf of each of the parties.

30. CONFIDENTIALITY

30.1. Each party will, subject to Clause 30.2, only use the other party's Confidential Information for the purpose of performing its obligations and exercising its rights under this Agreement; keep the other party's Confidential Information secret, safe and secure; and not disclose the other party's Confidential Information to any other person.

30.2. Each party may disclose the other party's Confidential Information to:

30.2.1. the extent required by Applicable Law or any court of competent jurisdiction or the rules of any governmental or regulatory body; and

30.2.2. those of its officers, directors, employees and professional advisers and in relation to the Client its Group Companies, in each case who need access to that Confidential Information so that it can perform its obligations and exercise its rights under the Agreement. A party disclosing the other party's Confidential Information under this Clause 30.2.2 will procure that each person to whom it discloses that Confidential Information will not do or omit to do anything which if done or omitted to be done by that party would be a breach of this Clause 30.

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APPENDIX 1 – VLE SUPPORT ANNUAL SUPPORT AGREEMENT

1. "Support Start Date": This agreement commences on the 'Licence Start Date' as specified in the Contract Summary Sheet (above).
2. "Support Expiry Date": This agreement expires on the 'Licence Expiry Date' as specified in the Contract Summary Sheet (above).

3. DEFINITIONS

- 3.1. "Support Start Date" – the date upon which the Software support service commences, as specified in Clause 1 (above).
- 3.2. "Support Expiry Date" – the date upon which the Software support service expires, as specified in Clause 2 (above).
- 3.3. "Error". Any failure of the Software to conform in all material respects to the user documentation for the Software published from time to time by VLE. However, any non-conformity resulting from the Client's misuse or improper use of the Software or combining or merging the Software with any hardware or software not authorized to be so combined or merged by VLE, shall not be considered an Error.
- 3.4. "Error Correction". Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the user documentation, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on the Client of such non-conformity.
- 3.5. "Enhancement". Any modification or addition that, when made or added to the Software, materially changes its utility, efficiency, functional capability, or application, but does not constitute solely an Error correction. VLE may designate enhancements as minor or major, depending on VLE's assessment of their value and of the function added to the pre-existing Software. Enhancements are carried out at the discretion of VLE.
- 3.6. "Support Request": A request for operational or technical assistance with regards to the use of the Software, raised through the appropriate channels as detailed in this document. Any Support Request can be categorised as either "First-Line Support" (see clause 3.7 below), "Second-Line Support" (see clause 3.8 below) or "Third-Line Support" (see clause 3.9 below), and may lead to an "Enhancement" or "Error Correction" being carried out as a result of the Support Request. All such support requests shall be initiated by the Client and the service is available during "Normal Working Hours" (see clause 3.10 below). Support will take the form of verbal or written instructions, screen-sharing facilities, or reference to user-guide documentation as deemed appropriate by VLE.
- 3.7. "First-Line Support": A request for assistance in the use of the Software, which can be resolved within the existing user interface of the Software.

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- 3.8. "Second-Line Support": A request for assistance in the use of the Software, which cannot be resolved solely within the existing user interface of the Software. This support could involve processes including: interrogation and analysis of the Software and database; log files; any underlying scripts and data feeds; analysis of the server and network configuration.
- 3.9. "Third-Line Support": A request for assistance in the use of the Software, which results in the need for a change to be made to the functional code of the Software or SQL in order to resolve the Support Request. This may involve either Error Correction; or Enhancement of the Software at the discretion of VLE.
- 3.10. "Normal Working Hours". The hours between 09:00 and 17:00 from Monday to Friday, excluding bank holidays and the period between Christmas and the New Year. The hours specified relate to the current time in the United Kingdom only.
- 3.11. "Releases". New versions of the Software, which may include both Error Corrections and Enhancements.
- 3.12. "Data Protection Laws": means as applicable and binding on the Client, VLE and/or the Software:

in the United Kingdom:

- (i) the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or
- (ii) the GDPR, and/or any corresponding or equivalent national laws or regulations;

in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time.

2. THIS AGREEMENT APPLIES TO:

The "eSuite" collection of web-based software applications only, as purchased by the Client, including "eTrackr^{ip}", "eNotify", "eSpirALS", "eSignUp", "eApprentice", "eTimetable", "eHub" and "eConsole" any other other products developed by VLE that may be added to the "eSuite" collection of products, but excluding any third-party software products which have not been developed by VLE.

3. SUPPORT

- 3.1. VLE agrees to investigate any Support Request during Normal Working Hours for the duration of this agreement, provided the terms of this agreement are met by the Client.
- 3.2. VLE agrees to respond and provide a solution (where possible) to any First-Line Support Request within two working days of receiving a support request through the proper channels.
- 3.3. VLE reserves the right to take longer than two working days to conduct activities towards a First-Line Support request, if, in order to resolve the

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First- Line Support Request, VLE require further clarification or other communication from the Client.

- 3.4. VLE agrees to respond and provide a solution (where possible) to any Second- Line Support Request within five working days of receiving a Support Request through the proper channels.
- 3.5. VLE reserves the right to take longer than five working days to conduct activities towards a Second-Line Support request, if, in order to resolve the Second-Line Support Request, VLE require further clarification or other communication from the Client.
- 3.6. VLE reserves the right to take longer than five working days to conduct activities towards a Third-Line Support request, should Error Correction or Enhancement result in part or in whole of the solution, and/or VLE are awaiting further communication from the Client.
- 3.7. VLE agree to ensure the Client is informed on a regular basis of any progress on work that is being undertaken resulting from a Support Request.
- 3.8. VLE agrees that they shall not come on site unless approved by the Client.
- 3.9. VLE shall not invoice the Client for any services or expenses beyond this agreement unless agreed by both parties in advance upon receipt of a valid Purchase Order.
- 3.10. VLE shall not charge the Client for Error Correction within this agreement, unless any non-conformity results from the Client's misuse or improper use of the Software or combining or merging the Software with any hardware or software not authorized to be so combined or merged by VLE, shall not be considered an Error Correction, and shall incur a charge.
- 3.11. VLE will ensure that all work carried out with regards to Support Requests is conducted in line with Data Protection Laws.

THE CLIENT AGREES:

- 3.12. The Client agrees and is responsible for ensuring that as much information as possible is supplied to VLE for the purposes of a support request, to assist with the speed of reaching a satisfactory solution, such as screen grabs and web URL's.
- 3.13. The Client agrees to respond to communications related to Support Requests in a timely fashion.
- 3.14. Where necessary, to provide VPN and/or RDP access to VLE to enable VLE to carry out support requests remotely at any time with short notice.
- 3.15. Where The Client is hosting one or more of the VLE software products, the Client agrees and is responsible for keeping and maintaining at least one backup copy of the relevant software product and all data held within it.
- 3.16. Where applicable, the Client agrees and is responsible for keeping and maintaining at least one back-up copy of the SQL Views and all data held within it.

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4. SOFTWARE AVAILABILITY

- 4.1. VLE aims that the network shall have at least 99% Availability. The only expected downtime of the service is for some software upgrades, where a suitable time will be agreed in advance, in the event that downtime of the service is required in order to deliver the software upgrade.

5. BACKUPS AND MAINTENANCE

- 5.1. VLE will perform such backups and maintenance to Software running on our Servers to maintain its integrity and security, including upgrades of dedicated server software if we deem it necessary to provide continued service.

6. UPDATE POLICY

VLE may create, from time to time, updated Releases of the Software. VLE will make any such updated Releases available to those licensees who have purchased our support services covered by this agreement. The Software may update automatically or otherwise by arrangement of a mutually convenient time and all copies of the previous version shall be destroyed and not used, except for any copy which may have been retained solely for archival purposes.

7. FEES AND CHARGES

- 7.1. The fees for the support service are detailed on the relevant quotation and on accompanying invoices as appropriate, either as a separate charge or as a constituent part of the software licence fee.
- 7.2. Should the Client require additional support services, outside the scope of this agreement, VLE shall invoice the Client for additional services and for expenses in line with the charges detailed in Schedule 1 (attached). VLE shall not invoice the Client for any services or expenses in line with Schedule 1 (attached), unless agreed by both parties in advance. Such invoices shall be payable in accordance with VLE Support Limited Terms and Conditions (above).

8. TRAINING AND CONSULTANCY SUPPORT

- 8.1. Any training or consultancy support must be booked in accordance with the eSuite Training and Consultancy Terms and Conditions (Appendix 2).

9. EXCLUSIONS

- 9.1. VLE shall not be liable for the cost of repairing any damage to the Software caused by:
 - 9.1.1. any non-conformity or Error resulting from the Client's misuse or improper use of the Software or combining or merging the Software with any

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hardware or software not authorized to be so combined or merged by VLE;

- 9.1.2. theft, fire, flood, accident, explosion or acts of God;
- 9.1.3. misuse of the Software by the user or additions to the software not approved or installed by VLE;
- 9.1.4. inspection, adjustment or repair of the Software by persons not in the employ of or agreed with VLE.
- 9.1.5. VLE shall not be liable for any hardware, support thereof, or licences associated with any hardware or third party software beyond eSuite products and any associated modules.

10. ENTRY OF PREMISES

- 10.1. The Client shall allow all necessary access to their premises to enable VLE to carry out services and repairs as agreed. VLE shall comply with the requirements of the Client in the matter of ensuring the identity and bona fides of any engineer or other person requiring to be admitted to the Client's premises in connection with the Agreement.

Schedule 1

VLE Support Ltd

Rates and Charges for Services provided outside of the Support Agreement

Item	£
Extended Support* (Non-Error Correction) (per hour)	150.00
*Out of Hours working (per hour)	200.00
Training (per day)	1000.00
Car mileage (per mile)	0.45
Other Travel Expenses as Incurred	

*Note that when travel is necessary, the Client agrees to pay extended support for all time spent in non-error correction services and travel.

All prices are exclusive of VAT and other government taxes. The rates detailed above will remain in place for the duration of the Agreement Term as specified in the above agreement.

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APPENDIX 2 – eSUITE TRAINING AND CONSULTANCY SUPPORT

TERMS AND CONDITIONS

1. Consultancy support / Training dates will be charged as per the relevant quotation, which may or may not incorporate expenses into the overall price, as stated.
2. Consultancy support / Training dates should be booked at least four weeks in advance. A purchase order should be raised at least 30 days before the consultancy / training date to allow for invoicing and payment to be made prior to the consultancy / training taking place.
3. At VLE Support's discretion, consultancy / training dates may be arranged with less than four weeks' notice if a consultant / trainer is available and providing a purchase order is sent to us prior to the consultancy / training session taking place.
4. We are usually unable to hold or reserve consultancy / training dates until the relevant Purchase Order has been received.
5. Where consultancy / training is delivered online at the request of the Client, the hours of consultancy / training may be split over several sessions, as agreed by the Client and the individual consultant / trainer. In-person visits may not be split over different sessions, and a minimum charge of £1000 plus VAT (one day's training / consultancy) will be made for each site visit made.
6. Where relevant, and in-person visits are requested by the Client, all expenses incurred for consultancy / training dates will be recharged to the customer. These may be incorporated into the overall price for the consultancy / training day (where stated), or charged separately. Consultants / trainers are located in different areas of the country, and so costs for expenses may vary depending on consultant / trainer availability and the location of the college. In all cases, we are happy to provide an estimate for expenses in advance, and aim to keep costs low where possible.
 - 6.1 Travel will usually be charged either as: mileage, charged at 45p per mile or a standard class rail ticket (including peak time travel if necessary), unless otherwise agreed. With regard to rail travel, where possible the consultant / trainer should book the cheapest ticket. In most cases, this will require a booking in advance.
 - 6.2 Hotel accommodation will be recharged to the Client as required, up to a maximum value of £150 outside London and £200 in London.
 - 6.3 Subsistence, including an evening meal (to a maximum value of £25) if the consultant / trainer is staying in hotel accommodation overnight, will also be recharged.
 - 6.4 Any other refreshments required will be recharged to the Client, if not provided by the Client.

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7. Consultancy / training will be delivered between the hours of 9.30am and 4.30pm.
 - 7.1 The consultant / trainer will be given a lunch break of at least 30 minutes.
 - 7.2 A consultancy / training day will not constitute more than 6 hours (or the number of hours specified on the quotation) including time for any setting up and clearing away required and answering additional questions that may arise after the scheduled end time of the session.
8. VLE Support agrees to electronically send any resources required for the consultancy / training session in advance of the appointment.
 - 8.1 Should the Client wish to have paper copies of any relevant resources, then the Client agrees to carry out all printing and meet any costs incurred.
9. If a consultancy / training date is cancelled by the Client, VLE Support shall have the right to impose a cancellation charge, which shall be calculated as a percentage of the value of the consultancy / training requested as detailed below:
 - 9.1 Notification of cancellation received in excess of 1 month prior to the consultancy / training date: 30% of fee
 - 9.2 Notification of cancellation received in excess of 14 days prior to the consultancy / training date: 50% of fee
 - 9.3 Notification of cancellation received in excess of 3 days prior to the consultancy / training date: 90% of fee
 - 9.4 Notification of cancellation received less than 3 days prior to consultancy / training date: 100% of fee
10. VLE Support reserves the right to waive the cancellation charge at its discretion if an alternative date can be agreed, which does not inconvenience VLE Support or its employees.
11. VLE Support will additionally charge the Client for any travel or accommodation expenses incurred as a result of a consultancy / training date being cancelled – for example, any non-refundable train tickets purchased or non-refundable hotel reservations.

APPENDIX 3 - SQL DATA FEED SUPPORT SERVICE AGREEMENT

This Agreement Applies To:

The creation and servicing of the Data Feed to the the "eSuite" collection of web-based software applications only, as purchased by the Client, including "eTrackr^{ilp}", "eNotify", "eSpirALS", "eSignUp", "eApprentice", "eTimetable", "eHub" and "eConsole", and any other other products developed by VLE that may be added to the "eSuite" collection of products, but excluding any third-party software products which have not been developed by VLE, "the Software".

1. DEFINITIONS: All Definitions within the VLE Support Limited Terms and Conditions, End User Annual Software Licence Agreement and VLE Support Annual Support Agreement (above) apply to this Appendix 3, and additionally the following Definitions:
 - 1.1. "Support Credit Hours" – The number of hours allocated to the Client in order to provide Third-Line Support for the SQL Views, subsequent to the Data Feed Acceptance Process.
 - 1.2. "SQL code" – The functional code or script which forms the SQL Views in order to import data from the customer MI System into the Software.
2. SCOPE OF AGREEMENT
 - 2.1. VLE shall create one set of SQL Views for the academic year specified in the relevant quotation.
 - 2.2. VLE will provide 'Third-Line Support' for the SQL views as required, for up to a maximum of 10 hours, subsequent to the Data Feed Acceptance Process, providing that the Agreement Terms are met by The Client. Where Error Correction is required to resolve a Support Request, this time will not be deducted from the Client's Support Credit Hours.
 - 2.3. This agreement does not extend to supporting or changing any data within The Client's MIS database. It also does not extend to scenarios where any Exclusions apply, as defined in Clause 3.1 below.
 - 2.4. Any request for Third-Line Support which falls outside of the Support Credit Hours shall be charged at an hourly rate in line with Schedule 1 of this agreement (above).
 - 2.5. Any Support Request which falls outside of the scope of this agreement may be actioned, at the discretion of VLE, and shall be charged at an hourly rate in line with Schedule 1 of this agreement.
 - 2.6. VLE shall not invoice the Client for any charges beyond the SQL Data Feed Support Service unless agreed by both parties in advance.
 - 2.7. The Client is required to comply with all clauses in the VLE Support Limited Terms and Conditions, End User Annual Software Licence Agreement and Support Agreement (above).

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2.8. The SQL Code is the intellectual property of VLE.

2.8.1. In the event of termination of the SQL Data Feed service, the SQL code remains the intellectual property of VLE and must not be in any way copied, translated or adapted by the customer in order to create SQL Views for future use.

3. EXCLUSIONS

3.1. VLE shall not be liable for the cost of repairing any damage to the SQL Views caused by:

- 3.1.1. any non-conformity or error resulting from The Client's misuse or improper use of the SQL Views or combining or merging the SQL Views with any hardware or software not authorized to be so combined or merged by VLE;
- 3.1.2. any inconsistency or inaccuracy within the data or the database of the Client's Management Information System (MIS); including such caused by any upgrade or change to the MIS;
- 3.1.3. The Client replacing their existing Management Information System product with an alternative product from a different supplier.
- 3.1.4. theft, fire, flood, accident, explosion or acts of God;
- 3.1.5. misuse of the SQL views by the user or additions to the SQL views not approved or installed by VLE;
- 3.1.6. inspection, adjustment or repair of the SQL Views by persons not in the employ of or agreed with VLE.

3.2. VLE shall not be liable for any hardware, support thereof, or licences associated with any hardware or third-party software beyond SQL Views.

APPENDIX 4 - THE TYPE OF PERSONAL DATA AND CATEGORIES OF DATA SUBJECTS BY PRODUCT

For the purposes of performing the Services under this Agreement, the type of Personal Data and categories of Data Subjects vary by software product and are as follows:

Software Product	eTrackr ^{ILP}	eSpirALS	eSignUp	eApprentice	eNotify	eTimetable	eHub and eConsole
Type of Personal Data:	The type of data processed includes the following: name, address, date of birth, NI number, telephone number, email address, prior attainment, disability, ethnicity, enrolment, progression and achievement within the training programme, or withdrawal from the training programme. Includes special category data, e.g related to health, disability and ethnicity.	The type of data processed includes the following: name, address, date of birth, telephone number, email address, prior attainment, disability, ethnicity, enrolment, progression and achievement within the training programme, or withdrawal from the training programme. May also include data added by the Client.	The type of data processed includes, but is not limited to, the following: name, address, date of birth, NI number, telephone number, email address, prior attainment, disability, ethnicity, enrolment, progression and achievement within the training programme, or withdrawal from the	The type of data processed includes, but is not limited to, the following: name, address, date of birth, telephone number, email address, prior attainment, disability, ethnicity, enrolment, progression and achievement within the training programme, or withdrawal from the	The type of data processed includes the following: name, email address, date of birth, telephone number, enrolment, reasons for absence (which may include details of health information and other personal circumstances).	The type of data processed includes the following: name, student ID, staff ID.	Any data types contained within any of the products listed in this grid. Additionally, any data types from third-party products which may be combined with VLE products as controlled by the Client and defined in any relevant contracts between any third party and the Client.

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	May also include data in additional custom fields, fully controlled by the Client.		training programme. Includes criminal conviction data (Yes / No answers only) May also include data added by the Client.	training programme. Includes criminal conviction data (Yes / No answers only) May also include data added by the Client.			
Categories of Data Subjects:	the Client's staff members (for the creation of administrative accounts to access the Software); the Client's learners (storage of records); and their parents / guardian (who may be given accounts to access the Software, in so much as they may access certain limited information solely for the learners for whom they are responsible, and only if the Client chooses to use this	the Client's staff members (for the creation of administrative accounts to access the Software); and the Client's learners (storage of records).	the Client's staff members (for the creation of administrative accounts to access the Software); employers associated with the Client's learners (storage of records) and the Client's learners (storage of records).	the Client's staff members (for the creation of administrative accounts to access the Software); employers associated with the Client's learners (storage of records) and the Client's learners (storage of records).	the Client's staff members (for the creation of administrative accounts to access the Software); and the Client's learners (storage of records).	the Client's staff members (read only functionality) and the Client's learners (read only functionality)	Any categories of data subjects as contained within any of the products listed in this grid. Additionally, any categories of data subjects from third-party products which may be combined with VLE products, as controlled by the Client and defined in any relevant contracts

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	function of The Software).						between any third party and the Client.
Disclosures to:	Jon Openshaw	Jon Openshaw	Jon Openshaw	Jon Openshaw	Jon Openshaw	Jon Openshaw	Jon Openshaw
Sub- Processors	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."	Fasthosts – providing 'cloud' storage of data on their secure web-servers held within the UK."
Personal Data Transfers outside UK	NONE	NONE	NONE	NONE	NONE	NONE	NONE

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APPENDIX 5 - PRODUCT INTEGRATION SUPPORT SERVICES

This Agreement Applies To:

The support services for product integrations specifically stated by VLE on any relevant quotation, between third-party software products which have not been developed by VLE and the "eSuite" collection of web-based software applications only, as purchased by the Client, including "eTrackr^{ilp}", "eNotify", "eSpirALS", "eSignUp", "eApprentice" "eTimetable", "eHub" and "eConsole", and any other other products developed by VLE that may be added to the "eSuite" collection of products, "the Software".

1. DEFINITIONS: All Definitions within the VLE Support Limited Terms and Conditions, End User Annual Software Licence Agreement and VLE Support Annual Support Agreement (above) apply to this Appendix 5.
2. SCOPE OF AGREEMENT
 - 2.1. VLE shall provide support services with regard to the setup and maintenance of product integrations as stated on any relevant quotation, in line with the VLE Support Annual Support Agreement (above).
 - 2.2. VLE shall make every reasonable effort to provide the support services within appropriate timescales, and where necessary, provide support in collaboration with third-party software providers (where possible) in order to resolve any Errors experienced by the Client.
 - 2.3. Where any specific third party software integration has been implemented, VLE cannot accept any liability for any indirect or consequential loss or damage incurred to our Software or to any Client data held within it, as a result of an Error or non-conformity originating from a third party software product. The Client should ensure that it has separate specific liability agreements in place with any such third party software provider.
3. WITHDRAWAL OF SERVICE
 - 3.1. In the unlikely event that the non-cooperation of a third-party software provider results in VLE not being able to support or maintain the integration between the products, as conforming to the service specification, VLE reserves the right to withdraw the support service, in relation to specific circumstances as they may arise, related to third-party product integrations only.
 - 3.2. In the event that the support service, related to third-party product integrations only, is withdrawn, VLE will provide the Client with either a refund or a credit carried forward for the time period where the product integration was not delivered to the Client to a satisfactory standard. The credit or refund will be calculated pro-rata in relation to the fees paid for the advertised services, and in relation to specific circumstances that may have arisen. Any associated setup fees (as detailed on the quotation for the

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services) will not be refunded. Any refunds or credits given will be at the discretion of VLE, but will not be unreasonably withheld.

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APPENDIX 6 – DATA RETENTION POLICY

This Agreement Applies To:

The “eSuite” collection of web-based software applications only, as purchased by the Client, including “eTrackr^{ilp}”, “eNotify”, “eSpirALS”, “eSignUp”, “eApprentice”, “eTimetable”, “eHub” and “eConsole”, and any other other products developed by VLE that may be added to the “eSuite” collection of products, but excluding any third-party software products which have not been developed by VLE, “the Software”.

1. DEFINITIONS: All Definitions within the VLE Support Limited Terms and Conditions, End User Annual Software Licence Agreement and VLE Support Annual Support Agreement (above) apply to this Appendix 6.
2. In the context of processing Client Data within VLE’s software products, VLE are the Data Processors and the Client are the Data Controllers. As such, while we outline proposed data retention periods for our software products, we will follow the Client’s instructions with regards to data retention, and retain data in line with customers’ data retention policy requirements, which may vary from customer to customer. We build in flexibility to our software in order to facilitate the differing requirements of the Client.
 - 2.1 Where relevant government legislation requires data to be kept for a longer period, such as the ESFA funding data, this will be upheld by VLE where applicable.
3. Where the Client hosts the software installation themselves, the length of time the data is retained is fully controlled by the Client. VLE holds no responsibility for the timely deletion of data.
4. Where VLE hosts the Client data, data will be retained in line with the current guidance from JISC, unless otherwise instructed by the Client.
 - 4.1 Specifically, in terms of a standard data retention period for our different software products, this is outlined in the table below:

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Software product	Standard retention period	Data format	Data retrieval procedures	Data location and security
eTrackr ^{ilp}	7 years	Data is stored in a portable format.	Database returned on end of provision of services.	Stored in UK by Fasthosts, who hold ISO 27001. Back-ups are stored encrypted at-rest in a separate data centre in the EU. Or self-hosted by the Client where applicable.
eNotify	5 years	Data is stored in a portable format.	API	Stored in UK by Fasthosts, who hold ISO 27001. Back-ups are stored encrypted at-rest in a separate data centre in the EU.
eSpirALS	7 years	Data is stored in a portable format.	API	Stored in UK by Fasthosts, who hold ISO 27001. Back-ups are stored encrypted at-rest in a separate data centre in the EU. Or self-hosted by the Client where applicable.
eSignUp	7 years	Data is stored in a portable format.	API	Stored in UK by Fasthosts, who hold ISO 27001. Back-ups are stored encrypted at-rest in a separate data centre in the EU.

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eApprentice	7 years	Data is stored in a portable format.	API	Stored in UK by Fasthosts, who hold ISO 27001. Back-ups are stored encrypted at-rest in a separate data centre in the EU.
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