



GDPRiS: Terms and Conditions

Last Updated 11th August 2023

PLEASE READ THESE LICENCE TERMS CAREFULLY. This Licence forms the agreement for your use of the Software. By activating or continuing to use your GDPRiS Account, you confirm you have read, understood and accept the terms of this Licence. If there is anything that you do not understand, please contact us using the contact details provided in clause 13 of this Licence.

Parties

This Licence agreement (the Licence) is a legal agreement between you (acting on behalf of or as agent for your school or organisation) (Licencee, you or your) and GDPR in Schools Ltd, a limited company incorporated in England and Wales under company registration number 10699302, whose registered office address is 11 Kingsley Lodge 13 New Cavendish Street, London, United Kingdom, W1G 9UG (the Licensor, us, we or our).

Background

The Licensor is the entire legal and beneficial owner of the Software and is willing to licence you to use the Software.

Agreed Terms

1. Interpretation

1.1. The definitions and rules of interpretation in this clause apply in this Licence.

Fee: The Licence fee specified in a Quote (excluding VAT) and payable by you to the Licensor or an approved organisation under clause 4 of this Licence;

GDPR: The General Data Protection Regulation ((EU) 2016/679 or UK GDPR) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK;

GDPRiS Account: a valid and activated account accessible from the Website granting you access to use the Software;

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade 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 preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (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;

Licence: this licence as varied from time to time in accordance with clause 15;

Maintenance Release: release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software;

Password: the password used for identity purposes when using your GDPRiS Account;

Personal Data: means any information relating to an identified or identifiable natural person (known as "the Data Subject"); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

Quote: the email that you have received from us specifying (without limitation) the Fee and the Term;

School Suppliers: third parties (including data processors) that provide services to you in the form of either software or other systems (including, but not limited to computer software or systems, systems accessed from mobile devices, paper-based materials or images, analogue recordings and other data recordings);

Software: the software known as "GDPR in Schools" and "GDPRiS" which can be accessed from your GDPRiS Account (including the data supplied with the Software and any associated media) which is acquired by you during the Term of this Licence;

Term: the term of this Licence as specified in the Quote; for the avoidance of doubt is a minimum of 3 years unless specifically stated and in addition renewals shall also be for a period of 3 years.;

Website: alexanderb221.sg-host.com, www.gdpr.school, app.gdpr.school or as communicated by us from time to time.

1.2. Clause headings shall not affect the interpretation of this Licence

1.3. Unless the context otherwise requires:

- (a) Words in the singular shall include the plural and, in the plural, shall include the singular;
- (b) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (c) A reference to one gender shall include a reference to the other genders; and
- (d) Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4. References to clauses are to the clauses of this Licence

2. Grant and Scope of the Licence

2.1. In consideration of the Fee payable by you to the Licensor or an approved organisation, the Licensor grants to you a non-exclusive Licence to use the Software for the Term.

2.2. In relation to scope of use:

- (a) For the purposes of clause 2.1 above, use of the Software shall be restricted to use of the Software in object code form and for the purpose of processing your data for your normal business purposes (namely as a GDPR management solution). This shall not include allowing the use of the Software by, or for the benefit of, any person other than an employee of your school or organisation.
- (b) You may not use the Software other than as specified in clause 2.1 and clause 2.2(a) without the prior written consent of the Licensor, and you acknowledge that additional fees may be payable on any change of use approved by the Licensor.
- (c) You have no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part.

3. Maintenance Releases

The Licensor warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software

4. Fees

4.1. The Fee is payable by you to the Licensor directly or through or an approved organisation once you have accepted the terms of a Quote.

4.2. The Fee is payable by you annually in advance on the dates specified in the Invoice.

4.3. By sending a valid purchase order number to "accounts@gdpr.school" together with:

(a) A reference number; and

(b) Full details of your school including the postcode

you agree to be bound by the terms of this Licence and to pay the Fees due hereunder.

4.4. Subject to clause 4.5, once the Licensor has received from you either:

(a) Payment of the Fee; or

(b) A valid purchase order number

your GDPRiS Account will be activated and details of how to login to your account will be sent to you.

4.5. The Licensor shall have the discretion to activate your GDPRiS Account prior to receipt of payment of the Fee or a valid purchase order number.

4.6. For the purposes of clause 4.5 above, the Licensor retains the right to revoke access to your GDPRiS Account if the Licensor does not subsequently receive from you either payment of the Fee or a valid purchase order number due under this Licence.

5. Using Your GDPRiS Account

5.1. During the activation of your GDPRiS Account you will be asked to provide a Password. You must choose a secure Password which meets our minimum password policy, and which would not be easily guessed by others. We may require you to change your Password from time to time.

5.2. The Password should not be revealed to anybody else and it is your responsibility to keep your login details safe and to protect your Password. This includes responsible and secure use of shared computers. You should change your Password immediately if you believe it has been compromised. You must notify us immediately if you believe another person may have attempted to access your GDPRiS Account or intends to attempt to do so.

5.3. You are responsible for the safekeeping of your GDPRiS Account including Password security and all use of your GDPRiS Account.

6. Support Services

6.1. The Licensor agrees to provide support services to you to enable you to use the Software. These services may include (but are not limited to):

(a) A support website;

(b) Telephone support (during normal business hours);

(c) Email support (during normal business hours);

(d) Providing informative materials; and

(e) Any other such support mechanisms that the Licensor may elect to provide.

6.2. The Licensor is not required to provide training on GDPR (including, but not limited to, any legal or informative training relating to what GDPR is and how GDPR operates).

7. Data Mapping

7.1. The Licensor and School Suppliers will use the Software to carry out a data mapping exercise which includes, but is not limited to identifying:

- (a) the legal basis of the Personal Data processed;
- (b) how they meet the rights of the Data Subject;
- (c) how your Personal Data is stored;
- (d) how your Personal Data is distributed;
- (e) how the Personal Data is secured;
- (f) for what purposes the Personal Data is processed;
- (g) the type of Personal Data that is collected;
- (h) how the Personal Data is accessed; and
- (i) The Licensor/ School Suppliers' retention policy.

7.2. The data maps produced by the Licensor and the School Suppliers pursuant to clause 7.1 above will be available to you via your GDPRiS Account.

7.3. It will be at the discretion of the School Suppliers to carry out the data mapping exercise referred to in clause 7.1 above.

8. Confidentiality and Publicity

Each party shall, during the term of this Licence and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of this Licence) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of this Licence, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

9. Data Protection

Both parties agree to a data processing agreement (DPA) under UK GDPR/DPA2018. In the absence of a dedicated signed document, acceptance of these terms implies acceptance of the Licensor's standard Data Processing Agreement, as published on the web site, or available on request.

Acceptance of these terms or committing data to the application constitutes an instruction from the Licensee to the Licensor to process data under UK GDPR Art 28.

10. Our Liability and Responsibilities

10.1. The Licensor provides the Software to you subject to your statutory rights but otherwise provided without any warranty or condition, express or implied, except as specifically stated in this Licence.

10.2. The Licensor does not warrant that the use of the Software will be uninterrupted or error-free.

10.3. You accept responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet your individual requirements.

10.4. Whilst the Licensor uses all reasonable endeavours to ensure that the Software is secure and free of errors, viruses and other malware, we give no warranty or guaranty in that regard and you take responsibility for your own security, your personal details and your computer.

10.5. Except for death or personal injury caused by our negligent acts or omissions, or fraudulent misrepresentation, the Licensor shall only be liable for direct loss or damage which is a reasonably foreseeable consequence of a breach of this Licence.

11. Intellectual Property Rights

You acknowledge that all Intellectual Property Rights in the Software and any Maintenance Release throughout the world belong to the Licensor and that rights in the Software are licenced (not sold) to you, and that you have no Intellectual Property Rights in, or to, the Software other than the right to use the Software in accordance with the terms of this Licence.

12. Duration and Termination

12.1. Unless otherwise stated, or agreed, the length of this contract shall be for 3 years. You have the right to cancel at the end of this period by giving 3 months' notice else the contract will be renewed automatically to ensure there is no disruption to service. Such renewals shall also be for a period of 3 years. Within this period GDPR in Schools Limited reserves the right to increase the price of subscription as a result of enhanced services and resources.

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

- (a) The other party fails to pay any amount due under this Licence and remains in default not less than 7 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this Licence which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

12.3. Without affecting any other right or remedy available, you may terminate this Licence upon not less than 30 days prior written notice to GDPRiS subject to clause 12.4 below.

12.4. Upon termination for any reason:

- (a) all rights granted to you under this Licence shall cease; you must cease all activities authorised by this Licence;
- (b) you shall immediately pay to the Licensor all sums due to the Licensor under this Licence for the full remaining term; and
- (c) your access to the Software will be immediately revoked
- (d) you accept that the sums due under 12.4(b) above are a reasonable pre-estimate of our loss in the event of termination.

13. Notices and Contacting Us

13.1. If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email to (contact@gdpr.school) or by pre-paid post to GDPR in Schools Ltd at 11 Kingsley Lodge 13 New Cavendish Street, London, United Kingdom, W1G 9UG.

13.2. If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

14. Third-Party Rights

Subject to clause 18 below, this Licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

15. Right to update Licence

We reserve the right to update the terms and conditions contained in this Licence agreement at any time with or without notice to you. Please check your GDPRiS Account regularly for any changes, which will be immediately applied to your continued use of the Software.

16. Severance

If any court or competent authority finds that any provision of this Licence (or part of any provision) is invalid, illegal or unenforceable, that provision or part of that provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Licence will not be affected.

17. No Partnership or Agency

17.1. Nothing in this Licence is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

17.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

18. Governing Law and Jurisdiction

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

18.2. The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Licence or its subject matter or formation (including non-contractual disputes or claims).



Registered office: 11 Kingsley Lodge,
13 New Cavendish Street, London W1G 9UG
Registration in England and Wales: 13477997
VAT Registration Number: 432862885

 <https://gdpr.school>

 ParentPay Group