

Archbishops' Young Leaders Award terms and conditions

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply to these terms and conditions.

Agreement	the agreement between the Customer and the Company for the sale and purchase of the Materials by the Customer or its Authorised Representatives (and including access to and use of the Site for the purpose of accessing and downloading the Materials);
Authorised Representatives	those employees of the Customer who are authorised by the Customer to act as authorised representatives for the Customer in respect of placing an Order and using/accessing the Site;
Business Day	any day which is not a Saturday, Sunday or public holiday in the UK;
Company	Church of England Educational Services Limited (registered in England and Wales with company number 10787030);
Customer	any person or organisation (including any Authorised Representatives) who places an Order for the Materials and/or accesses the Site for the purpose of accessing and downloading the Materials;
Data	any data inputted by the Customer or its Authorised Representatives for the purposes of registering with, accessing or using the Site, or placing an Order;
Fees	the fees payable by the Customer to the Company in respect of the Materials, as set out in clause 5;
Intellectual Property Rights	patents, trademarks, design rights, copyright, knowhow, rights in databases, domain names and all other intellectual property rights (whether registered or not) and all applications to register any of the same and all other similar rights or obligations whether registerable or not in any country;
Licence	the licence granted by the Company to the Customer to use the Materials in accordance with clause 7;
Materials	the Young Leaders Award materials (or any part of them) as set out in the Order;

Order	the Customer's order for the Materials as set out in the Customer's written acceptance of the Customer's quotation;
Schoology Terms	the Schoology terms available at www.schoology.com/privacy ;
Site	the Company's website at www.abyyt.schoology.com ;
Support Materials	any and all information, postings, data, Data, content and/or material uploaded or added to the Site by a Customer or its Authorised Representatives;
Terms	the terms and conditions set out in this document (as amended from time to time in accordance with clause 23); and
Virus	any thing or device (including any software, code, file, or programme) which may: <ul style="list-style-type: none"> (i) prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; or (ii) prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering, or erasing the programme or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

- 1.2 Clause, schedule, and paragraph headings shall not affect the interpretation of these Terms.
- 1.3 A person includes an individual, corporate, or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Words in the singular shall include the plural and vice versa.

2. Basis of Contract

- 2.1 These Terms apply to the Agreement to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

- 2.2 The Order constitutes an offer by the Customer to purchase the Materials in accordance with these Terms. The Order shall only be deemed to be accepted when the Company issues a confirmatory email accepting the Order (**Order Confirmation**), at which point the Agreement shall come into existence (**Commencement Date**).

3. Access to and use of the Site

- 3.1 Subject to clause 3.5 the Company shall use commercially reasonable endeavours to make the Site available for the purposes of accessing and downloading the Materials 24 hours a day, seven days a week, except for:
- 3.1.1 planned maintenance carried out during the hours of 9am and 5pm on Business Days; and
 - 3.1.2 unscheduled emergency maintenance.
- 3.2 Notwithstanding clause 3.1 above the Company:
- 3.2.1 does not warrant that the Customer's access to or use of the Site will be uninterrupted or error-free; and
 - 3.2.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities (including, but not limited to, the internet) and the Customer acknowledges that the Site may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 3.3 The Company warrants that, so far as it is aware, it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under these Terms.
- 3.4 Subject to the Customer complying with these Terms, the Company grants to the Customer a non-exclusive, non-transferable right to:
- 3.4.1 access and use the Site for the purpose of accessing and downloading the Materials; and
 - 3.4.2 edit, monitor, and amend any Data; and
 - 3.4.3 for the avoidance of doubt, all other acts are prohibited without the prior written permission of the Company.
- 3.5 These Terms shall not prevent the Company from entering into similar agreements with any third party. The Company reserves the right to withdraw or amend access to the Site without notice.
- 3.6 If the Customer chooses, or is otherwise provided with, a user identification code, password, or any other piece of information as part of the security procedures implemented by the Company, the Customer agrees to treat such information as confidential, and agrees not to disclose it to any third party. The Company has the right to disable any user identification code or password, whether chosen by the Customer or allocated by the Company, at any time, if in the opinion of the Company the Customer has failed to comply with any of the provisions of these Terms.
- 3.7 The Customer is responsible for making all arrangements necessary for the Customer and its Authorised Representatives to have access to the Site. The Customer is also responsible for ensuring that all persons who access the Site through the Customer's internet connection are aware of:
- 3.7.1 these Terms; and
 - 3.7.2 the Schoology Terms, and that they comply with them.

4. The Materials

- 4.1 The Materials are as described on the Site from time to time.
- 4.2 The Company reserves the right to amend the Materials at any time if required by a applicable statutory or regulatory requirements.
- 4.3 The Company warrants that as at the date of delivery the Materials shall:
 - 4.3.1 conform in all material respects with their description;
 - 4.3.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - 4.3.3 be fit for any purpose held out by the Company.
- 4.4 Subject to clause 9.5, if:
 - 4.4.1 the Customer gives notice in writing to the Company within a reasonable time of discovery that some or all of the Materials do not comply with the warranty set out in clause 4.3 the Company shall, at its option, replace the defective Materials, or refund the price of the defective Materials in full.
- 4.5 The Company shall not be liable for failure of the Materials to comply with the warranty set out in clause 4.3 in any of the following events:
 - 4.5.1 the Customer makes any further use of the Materials after giving notice in accordance with clause 4.4;
 - 4.5.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the access, download, storage, use or maintenance of the Materials or (if there are none) good trade practice regarding the same;
 - 4.5.3 the Customer alters the Materials without the written consent of the Company; and
 - 4.5.4 the Materials differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 4.6 Except as provided in this clause 4, the Company shall have no liability to the Customer in respect of the failure of the Materials to comply with the warranty set out in clause 4.3.
- 4.7 Except as set out in these Terms, all warranties, conditions, and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement.
- 4.8 These Terms shall apply to any replacement Materials supplied by the Company.

5. Fees and payment

- 5.1 The Fees shall be as set out in the Order Confirmation.
- 5.2 The price of the Materials is exclusive of amount in respect of value added tax (VAT) (where applicable). The Customer shall, on receipt of a valid VAT invoice from the Company, pay such additional amounts in respect of VAT as are chargeable.
- 5.3 The Company may invoice the Customer at any time in advance of delivery of the Materials. The Customer shall pay the invoice in full and in cleared funds prior to delivery of the Materials to a bank account nominated by the Company. Time of payment is of the essence.
- 5.4 If the Company has not received any payment by the due date for payment (due date), and without prejudice to any other rights and remedies of the Company:
 - 5.4.1 the Company shall be under no obligation to provide any Materials not yet provided to the Customer;
 - 5.4.2 the Company may, without liability to the Customer, disable the Customer's access to all or part of the Site; and

- 5.4.3 interest shall accrue on such due amounts at an annual rate equal to 8% over the current base lending rate of the Bank of England from the due date and continuing until fully paid, whether before or after judgment.
- 5.5 All amounts and Fees stated or referred to in these Terms:
 - 5.5.1 shall be payable in pounds sterling; and
 - 5.5.2 are non-cancellable and non-refundable unless otherwise agreed in writing by the Company

6. Delivery

- 6.1 The Company shall make the Materials available for electronic access and download by the Customer on the Site within 14 (fourteen) days of the Order Confirmation for a period of 12 (twelve) months from the date of receipt of the Fees by the Company.
- 6.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Company shall not be liable for any delay in delivery of the Materials that is caused by Force Majeure or any other failure by the Customer to access and download the Materials.
- 6.3 If the Company fails to deliver the Materials, its liability shall be limited to the cost of providing replacement Materials.

7. Licence

- 7.1 In consideration of the Fees paid by the Customer to the Company, receipt of which the Company hereby acknowledges, the Company grants to the Customer a non-exclusive, non-transferable licence to use the Materials for the period set out in the Order Confirmation, commencing on and including the Commencement Date, subject always to clause 14.
- 7.2 The Customer may not use the Materials other than as specified in this clause 7 without the prior written consent of the Company, and the Customer acknowledges that additional fees may be payable on any change of use approved by the Company.
- 7.3 The Customer may hold such copies of the Materials for its lawful use as is agreed with the Company. The Customer shall record the number and location of all copies of the Materials and take steps to prevent unauthorised copying.
- 7.4 Except as expressly stated in this clause 7, the Customer has no right (and shall not permit any third party) to copy, adapt, decompile, disassemble, modify, adapt, or make error corrections to the Materials in whole or in part (unless expressly authorised in writing to do so by the Company).
- 7.5 The Customer shall not sub-license, assign, or novate the benefit or burden of the Licence in whole or in part or deal in any other manner with any or all of its rights and obligations under the licence without the prior written consent of the Company, such consent not to be unreasonably withheld or delayed.
- 7.6 The Company may at any time sub-license, assign, novate, charge or deal in any other manner with any or all of its rights and obligations under the Licence, provided it gives written notice to the Customer.
- 7.7 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 7.8 The Customer shall:
 - 7.8.1 comply with the restrictions in respect of use set out in this clause 7;
 - 7.8.2 keep a complete and accurate record of the Customer's copying and disclosure of the Materials and its users, and produce such record to the Supplier on request from time to time; and

- 7.8.3 notify the Supplier as soon as it becomes aware of any unauthorised use of the Materials by any person.
- 7.9 The Customer shall permit the Company to inspect and have access to any premises at or on which the Materials are being kept or used and have access to any records kept in connection with this Licence, for the purposes of ensuring that the Customer is complying with the terms of this Licence, provided that the Company provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.

8. Prohibited use of the Site

- 8.1 Customers may use the Site only for lawful purposes. Customers agree and warrant that they will not use the Site:
 - 8.1.1 in any way that breaches any applicable local, national or international law or regulation;
 - 8.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 - 8.1.3 for the purpose of harming or attempting to harm minors in any way;
 - 8.1.4 to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 9 of these Terms;
 - 8.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (Spam); or
 - 8.1.6 to knowingly transmit any data, send or upload any material that contains Viruses.
- 8.2 Customers also agree and warrant:
 - 8.2.1 not to reproduce, duplicate, copy or re-sell any part of the Site in contravention of the provisions of these Terms; and
 - 8.2.2 not to access without authority, interfere with, damage or disrupt:
 - 8.2.2.1 any part of the Site;
 - 8.2.2.2 any equipment or network on which the Site is stored;
 - 8.2.2.3 any software used in the provision of the Site; or
 - 8.2.2.4 any equipment or network or software owned or used by any third party.

9. Content standards

- 9.1 These content standards apply to any and all material including, but not limited to, any Data which Customers place (or otherwise make available) on the Site. Customers agree and warrant that such materials must:
 - 9.1.1 be accurate (where they state facts);
 - 9.1.2 be genuinely held (where they state opinions); and
 - 9.1.3 comply with applicable law in the UK and in any country from which they are posted.
- 9.2 Customers also agree and warrant that such material must not:
 - 9.2.1 contain any material which is defamatory of any person;
 - 9.2.2 contain any material which is obscene, offensive, hateful or inflammatory;
 - 9.2.3 promote sexually explicit material;
 - 9.2.4 promote violence;
 - 9.2.5 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;

- 9.2.6 infringe any copyright, database right or trade mark of any other person;
- 9.2.7 be likely to deceive any person;
- 9.2.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 9.2.9 promote any illegal activity;
- 9.2.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 9.2.11 be likely to harass, upset, embarrass, alarm or annoy any other person;
- 9.2.12 be used to impersonate any person, or to misrepresent the identity of the Customer or affiliation with any person;
- 9.2.13 give the impression that they emanate from the Company; and
- 9.2.14 advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

10. Suspension and Termination for Unacceptable Use of the Site

- 10.1 The Company shall determine, in its sole discretion, whether there has been a breach of clauses 8 and/or 9 through a Customer's use of the Site.
- 10.2 Failure to comply with clauses 8 and/or 9 will constitute a material breach of these Terms and may result in the Company taking any or all of the following actions:
 - 10.2.1 immediate, temporary or permanent withdrawal of the Customer's right to use the Site;
 - 10.2.2 immediate, temporary or permanent removal of any Data or other information or material the Customer places on the Site;
 - 10.2.3 issue a warning to the Customer;
 - 10.2.4 issue legal proceedings against the Customer for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
 - 10.2.5 take further legal action against the Customer; and/or
 - 10.2.6 disclosure of such information to law enforcement authorities as the Company reasonably feel is necessary.
- 10.3 The Company excludes liability for actions taken in response to breaches of clauses 9 and/or 10. The responses described in this clause are not limited, and the Company may take any other action it reasonably deems appropriate.

11. Proprietary Rights

- 11.1 The Customer acknowledges and agrees that the Company and/or its licensors own all Intellectual Property Rights in the Site and Materials. Except as expressly stated in these Terms, these Terms do not grant the Customer ownership of any such Intellectual Property Rights, or any other rights or licences in respect of the Site or Materials.
- 11.2 Notwithstanding clause 11.1, the Customer or its Authorised Representatives (as the case may be) shall retain any Intellectual Property Rights in any Data provided by them and the Customer shall grant, or procure that each and any Authorised Representative or Employee shall grant, to the Company a royalty free, transferable, licence in perpetuity to use such Data to enable it to carry out its obligations under the Agreement.

12. Indemnity

- 12.1 The Customer shall defend, indemnify, keep indemnified and hold harmless the Company against any and all claims, actions, proceedings, losses, damages, expenses and costs

(including without limitation court costs and legal fees) arising out of or in connection with:

- 12.1.1 the Customer's or any Authorised Representative's access to or use of the Site and Materials, including but not limited to, in respect of any Support Materials, Data or any other information or material such parties place on the Site;
- 12.1.2 any breach of these Terms or the Schoology Terms by the Customer or its Authorised Representatives; and
- 12.1.3 any breach by the Customer or any Authorised Representative of any applicable law or regulation in respect to their use of, and access to, the Site and Materials.

13. Limitation of Liability

13.1 Subject to the provisions of clause 13.3, this clause 13 sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, and sub-contractors) to the Customer in respect of:

- 13.1.1 any breach of the Agreement;
- 13.1.2 any use by the Customer or its Authorised Representatives of the Site (or any part of it); and
- 13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.

13.2 All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these Terms.

13.3 Nothing in these Terms shall limit or exclude the liability of the Company:

- 13.3.1 for death or personal injury caused by the Company's negligence;
- 13.3.2 for fraud or fraudulent misrepresentation;
- 13.3.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or for any other matter for which it would be unlawful or illegal for the Company to limit or exclude liability for.

13.4 Subject to clauses 13.2 and 13.3 the Company shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

- 13.4.1 loss of profit;
- 13.4.2 loss of goodwill;
- 13.4.3 loss of business;
- 13.4.4 loss of business opportunity;
- 13.4.5 loss of anticipated saving;
- 13.4.6 loss or corruption of data or information; or
- 13.4.7 special, indirect, or consequential damage; suffered by the Customer or its Authorised Representatives that arises under or in connection with the Agreement.

13.5 Subject to the provisions of this clause 13 above, the Company's total liability to the Customer in respect of all other losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Fees paid to the Company by the Customer in the preceding 12-month period.

14. Term and Termination

14.1 Without prejudice to any other rights or remedies to which the parties may be entitled, the Licence shall, unless otherwise terminated as provided for in this clause 14, commence on the Commencement Date and shall continue until:

14.1.1 expiry of the period of twelve calendar months from the Commencement Date; or

14.1.2 terminated by the Company if the Customer commits a material breach of any of these Terms and (if such a breach is remediable) fails to remedy that breach within fourteen (14) days of that party being notified in writing of the breach.

14.2 For the avoidance of doubt, breach of clauses 5, 7 and 12 shall constitute a material breach of these Terms.

14.3 On termination of the Agreement for any reason:

14.3.1 all rights granted under these Terms shall immediately terminate; and

14.3.2 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced including but not limited to clauses 12 and 13.

15. Force Majeure

The Company shall have no liability to the Customer under these Terms if it is prevented from or delayed in performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Company or any other party), failure of a utility service or transport or telecommunications or internet network, Virus, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of third party providers or suppliers.

16. Waiver

16.1 A waiver of any right under these Terms is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

16.2 Unless specifically provided otherwise, rights arising under these Terms are cumulative and do not exclude rights provided by law.

17. Severance

17.1 If any provision (or part of a provision) of these Terms is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

17.2 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted or amended, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. 18. Entire Agreement

18.1 The Agreement and any documents referred to in it constitutes the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

18.2 Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or

understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the use and/or access to the Site, other than as expressly set out in these Terms.

19. Assignment

- 19.1 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under these Terms.
- 19.2 The Company may at any time assign, transfer, charge, sub-contract, or deal in any other manner with all or any of its rights or obligations under these Terms.

20. No Partnership or Agency

Nothing in these Terms is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. Third Party Rights

These Terms do not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

22. Notices

- 22.1 Unless otherwise set out in these Terms, any notice required to be given under these Terms shall be in writing and shall either be delivered by hand, sent by pre-paid first-class or recorded delivery post or by e-mail to the other party at:
- 22.1.1 in the case of the Customer, the relevant postal or e-mail address that the Customer provides to the Company when it registers with the Site; and
 - 22.1.2 in the case of the Company, its registered office address or alternatively at aylaadmin@churchofengland.org.
- 22.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice or other communication sent by e-mail shall be deemed to be received one business day after transmission.

23. Variation

The Company may vary these Terms from time to time and post the new versions on the Site, following which all use of the Site will be governed by that version of the Terms.

24. Governing Law and Jurisdiction

- 24.1 The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.
- 24.2 The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).