

# Terms and Conditions of Purchase and Use: Great Teaching Toolkit (GTT)

*These Terms are relevant to the purchase of a Great Teaching Toolkit membership for an organisation, school/college, or a group thereof, and a paid or free Individual GTT account.*

## 1. Definitions

The 'Company' – INJ Associates Ltd, trading as Evidence Based Education

The 'Services' – a membership to the Great Teaching Toolkit (GTT)

The 'Purchaser' – an organisation, or an individual or member of an organisation who/which has purchased a membership to the GTT

The 'User' – the end user (an individual) who accesses the GTT

The 'Platform' – the webapp by which a User accesses the GTT

These Terms and Conditions of Purchase and Use govern our provision of the GTT and your use of it. They are to be read in conjunction with our Privacy Policy which can be found [here](#). Any User of the GTT agrees also to have read and be bound by the relevant End User Licence Agreement which can be found on the registration page when the User signs up.

## 2. Information about us

Evidence Based Education is a trading name of INJ Associates Ltd. INJ Associates Ltd is a company registered in England and Wales with company number 07824913. The registered address is 1 Grange Crescent, Sunderland SR2 7BN. INJ Associates Ltd is registered with the Information Commissioner's Office, registration number ZA136074.

## 3. The contract

By completing the order form the Purchaser is offering to purchase access to the GTT. The Company has the right to decline or cancel the order. A legally binding agreement will be created when we accept your offer by sending a confirmation email, which will be effective upon sending. The Purchaser will be granted a non-transferable and non-exclusive right, and a given number of licences to use the GTT for the duration of the membership, subject to compliance with these Terms and Conditions of Purchase and Use together with the relevant End User Licence Agreement.

The Purchaser is at all times responsible for ensuring that all Users covered by the Agreement comply with these Terms and Conditions of Purchase and Use together with the relevant End User Licence Agreement and the terms contained within our Privacy Policy.

### 3.1 Orders

All orders will be subject to these Terms and Conditions of Purchase. You may contact us to request changes to your order at any time before we begin providing the Services and within 14 days of the order being placed; these changes shall be made at our discretion, and we will inform you of any change in price. We may cancel your order at any time before we begin providing the Services due to the occurrence of an event outside of our control. We will inform you as soon as is reasonably possible and if any payments have been made, they will be refunded as soon as is reasonably possible.

### 3.2 Sharing of enrolment links across and outside of an institution

The licences or enrolment links are intended for the Purchaser and its direct employees and staff only. By default, unless otherwise specified in a prior group agreement, our Services are assumed to be rendered to an individual school or college, and we reserve the right to terminate access should we find that licences or enrolment links are shared across more than one institution. Where the Purchaser is a group of schools or colleges, we offer bespoke contracts where licences can be shared across multiple institutions; please [contact us for more details](#).

### 3.3 Copyright and Intellectual Property Rights

The content of the GTT is the copyright of Evidence Based Education (a trading name of INJ Associates Ltd) – © Evidence Based Education. All rights reserved. You may not, except with our express permission, copy, reproduce, distribute or commercially exploit the content in any way, nor may you transmit it or store it in any other website or other form of electronic retrieval system. Any use of the content not expressly permitted is strictly prohibited and will constitute an infringement of the copyright and other intellectual property rights of INJ Associates Ltd, or in the case of material licensed to INJ Associates Ltd, the owner of such materials.

## 4. Price, payment and subscription

The Purchaser agrees to pay the Company the given membership price. Fees are quoted in pound sterling, excluding VAT where applicable. Payments can be made by debit/credit card or by invoice. Our standard invoice payment terms are 28 days from the date of the invoice. For any invoices not paid within the 28-day period, the Company reserves the right to suspend access to the Platform. See the section on 'Late Payment' below for more on this. Any international or domestic bank transfer fees should be taken BEFORE the transfer.

#### 4.1 No-fee trial

If a Purchaser cancels a No-Fee Trial before it expires, the Purchaser will not be charged. If the Purchaser does not cancel before expiration of the No-Fee Trial, the Purchaser will automatically be enrolled in the appropriate membership (depending on the No-Fee Trial choice) and billed accordingly.

#### 4.2 Annual subscription basis and cancellation

The GTT is an **annual subscription** product. By purchasing an annual membership, you agree to an initial pre-payment for one full year of service. After one year, and annually thereafter, you will be billed a recurring annual membership renewal fee at the then-current annual rate. The membership fee is non-refundable, in whole or in part.

We will send a renewal invoice approximately 28 days prior to this date, and at least one week in advance of this invoice, we will send an email notification to remind you of your renewal options. The invoice will become due on the renewal date, and you may cancel your renewal at any time before this due date, either by completing the [‘Edit my subscription’](#) form, or from within the Coordinator’s GTT account. The Purchaser accepts responsibility for all recurring charges that become due or overdue prior to cancellation.

As outlined in clause 6.1, where contact details are not kept up-to-date or renewal reminders are not received, we will make reasonable efforts to pass these notifications on to another qualified user, but the Purchaser remains responsible for any charges made in such cases.

#### 4.3 Payment methods

You may pay by invoice and bank transfer, or by credit/debit card. If you opt for a credit/debit card payment, and upon renewal we do not receive payment from your card provider (if, for example, your card expires or is rejected), the Purchaser agrees to pay all amounts due upon demand. Following any such non-payment, we may require you to provide a second valid card before continuing to use the Services.

#### 4.4 Late payment

Should an invoice become more than 14 days overdue, the Company reserves the right to claim interest, compensation and reasonable costs under the Late Payment of Commercial Debts (Interest) Act 1998 and it is agreed that the term implied by that Act shall apply after any judgment as well as before. Any reference to the Late Payment of Commercial Debts (Interest) Act 1998 is also a reference to any amendment, modification or re-enactment of it. If for any reason this Act does not apply, interest shall be payable on overdue amounts at 8% over the Bank of England Base Rate from time to time.

Without prejudice to our right to claim costs under the above Act, if for any reason any payment is not made when due, the Company reserves the right to be paid on an indemnity basis any costs the Company incurs in recovering any money due under this contract (and the costs of recovering such costs), including administrative costs and any costs incurred with lawyers or debt collection agencies. The Company’s administrative costs may include the cost of employing the staff concerned and the overheads attributable

to them for the time spent. In calculating the Company's administrative costs, credit will be given for any compensation due under the Late Payment of Commercial Debts (Interest) Act 1998.

In the case of credit/debit card payments the Purchaser agrees to provide the Company with valid, up to date contact and billing details. The Purchaser authorises the Company to bill such credit/debit card on the effective date for the membership fee. If, for any reason, the Purchaser credit/debit card company refuses to pay the amount billed for the Services, the Purchaser agrees that the Company may, at its option, suspend or terminate the Purchaser's membership to the Services and require the Purchaser to pay the overdue amount by other means acceptable to the Company.

The Company may charge a fee for reinstatement of suspended or terminated accounts. The Purchaser agrees that until its membership to the Services is properly terminated it will continue to accept charges for which it remains responsible, even if it does not use the Services.

#### 4.5 Purchase orders

For both first-time and renewal purchases, the Purchaser must provide any purchase order number or other reference which it wishes to appear on any invoice to be issued by the Company prior to the invoice being raised, or in the case of renewal invoices, prior to the due date on the invoice. The purchase order should be sent to [accounts@evidencebased.education](mailto:accounts@evidencebased.education).

The Purchaser shall not be entitled to reject any invoice issued by the Company on that ground that it fails to include a purchase order number or other references where the Purchaser has failed to notify the Company in accordance with this Clause.

### 5. Data sharing agreement and data protection

The following outlines our purpose for collecting personal data, our legal basis for doing so, what data we will collect, as well as who provides them. We will also outline how User data will be stored, how they may be used, and when they will be deleted.

Our purpose is to provide teachers with useful feedback on their practice, helping them to improve and documenting that improvement. Our legal basis for doing so will be performance of contract.

#### 5.1 Data required to provide the Services

- **School admin and purchase-related data.** At the time of signing up, the Purchaser (or School/College Admin) will be asked to provide school- or college-level demographic data (including number of teachers, %FSM or equivalent, etc.). Upon purchase, an enrolment link for a number of licences will be sent to the Purchaser, to be distributed among its teachers (Users).
- **Teacher-related data.** When a teacher (User) signs up to the platform, they will be asked to provide some personal contact data, essential to the provision of the Services, and some further background info (such as the age range or year group of pupils they teach, subject(s) or phases taught, etc.).

- **Tool-related data.** When Users begin using the Services, we will begin gathering and analysing data generated by the tools. This is essential to the utility of the Services. Input may be required or desired in, for example, self-assessment, peer assessment and student voice surveys; however, no further identifiable personal data will be collected at this stage.

The Company makes clear that **no safeguarding-related data (identifiable or personal information about pupils or students) is required for or gathered during the provision of the Services, with the exception of the video observation tool powered by VEO (see paragraph 5.3 below).** When a student voice survey is conducted, the students submit their answers anonymously. The only personal information we will hold are those submitted by the Purchaser and its Users, and those generated by using the surveys and tools in the platform.

## 5.2 Storing and sharing of data

The Company undertakes to process, store and delete personal data securely and in line with the UK General Data Protection Regulation and the Data Protection Act 2018. We have undertaken a thorough Data Protection Impact Assessment at the outset of this project, and will review this regularly, communicating any updates with Purchasers and Users. Continued use of the Services beyond these notifications constitutes acceptance thereof.

## 5.3 Third-party processors

By signing up to the GTT, you agree to transfers of relevant data with our third-party processors. You can read more about who these are and which data we share with them in our [summary spreadsheet here](#).

For the video observation tool in the GTT, we partner with VEO. Any data or video captured as part of this functionality is held by VEO, and you can read their [Data Security Notice here](#). Acceptance of the GTT's Terms and Conditions of Service also constitutes acceptance of VEO's [Terms of Service](#) and [Privacy Notice](#); you agree that we can share your contact details with VEO, and they may contact you to keep you updated about their products and services.

## 5.4 Deletion and retention of personal data in the Platform

For the duration of a Purchaser's and its Users' active membership, all personal data will be retained and stored in the platform, to enable us to provide the Services under contract. Once a Purchaser's membership comes to an end, we will retain any identifying organisation-level information for a period of six (6) months, should a Purchaser wish to return to the Platform and access their historical data. After this point, if its membership remains inactive for a period of six months, any identifying organisation-level information will be deleted, and the anonymised data will be retained indefinitely for use in research as outlined below.

## 5.5 Use of anonymised data for research

The Purchaser agrees that, once anonymised, school-level and teacher-level data may be used for the purpose of research – either academic, contributing important findings to the knowledge base around what supports improvement in the quality of teaching, or for ongoing improvements to the Services. We may work with selected partners to conduct and publish such research – in particular, universities and university departments. We will ensure the anonymity of the data that may be shared in these cases, and will also

undertake that we have the requisite Data Sharing Agreements in place for each piece of research. Ethical consent may be withdrawn on an individual basis, and more detail about this can be found in the End User Licence Agreement.

## **6. Your responsibilities and rights**

### **6.1 Keeping contact details up-to-date**

Our main points of contact are the Purchaser's Great Teaching Coordinator and, if nominated, a billing contact. It is the Purchaser's responsibility to ensure these Users' details are kept up-to-date and correct, to ensure that any notifications, for instance around renewals, are received. If these notifications bounce, for example if the Coordinator is no longer working for the Purchaser, we will make reasonable efforts to make contact with other Users in a timely manner.

### **6.2 Usernames, passwords and contact details**

The registration process will involve the User creating a username and/or password to access the account. The User is responsible for maintaining the confidentiality of the username and password and is fully responsible for all activities that occur under your password or account. The User agrees to notify the Company immediately of any unauthorised use of their account, and to ensure to sign out at the end of a session.

The Company reserves the right to require Users to alter their username and password if the Company believes that security has been compromised.

Any login- or screen-sharing to allow any non-Users to access the Services is expressly in breach of these Terms and Conditions of Purchase. In such cases, the Company reserves the right to suspend or terminate access to the Services for the organisation in question. The Company will not be liable for any loss or damage arising from failure to comply with these obligations.

Please see the End User Licence Agreement for specific details pertaining to Users' rights and responsibilities.

### **6.3 Problems with the Services and the Purchaser's legal rights**

We will always use reasonable efforts to ensure that the Company's provision of the Services is trouble-free. The Company will use reasonable efforts to remedy problems as quickly as is possible and practical.

Although we use reasonable endeavours to ensure that access to our products is available 24 hours a day, seven days a week, we cannot promise that access will be uninterrupted or error-free. You accept that you will not have a claim for breach of contract or otherwise in respect of such period(s) of unavailability. You

also acknowledge that we cannot be held responsible for any delay or disruptions that are inherent in the operation of the internet, including viruses.

Whilst we make every effort to ensure that our products contain no errors, malfunctions or corruptions, we do not accept responsibility for any damage to or loss of your data on your computer system, network or server that results from the download or use of our products.

## **7. Our responsibilities and rights**

### **7.1 Providing the services**

In consideration of receipt by us of the membership fee, the Company grants to the Purchaser a non-exclusive, non-transferable right for a number of licenced Users to use the Services for the term.

As required by law, the Company will provide the Services with reasonable skill and care, consistent with best practices and industry standards. The Company will begin providing the Services on the agreed date (on the date of purchase, unless otherwise stated).

### **7.2 Registration and your information**

For the purpose of accessing the Services, the Purchaser or User will be required to register and provide information about themselves. The information required is name, email address, name of school/college/group, some background information about the school/college/group, and payment details (where relevant). The Purchaser agrees that the information provided upon registration and is true, accurate and complete and is kept up-to-date at all times.

Any personal information will be held, processed, stored and deleted securely and in line with the UK General Data Protection Regulation and the Data Protection Act 2018. Please refer to our [Privacy Policy](#) and Clause 5 of these Terms for further information.

We may refuse to accept the application to register as a User for any reason at our absolute discretion.

### **7.3 Quality of the services**

The Company makes no commitment that the Services will meet any specific requirements that the Purchaser has. The Company expects that the Purchaser will take reasonable care to verify that the Services will meet their needs. The Company makes no commitment that any particular result will be achieved as a result of using the Services. Other than the stated minimum technical specification, the Company does not make any commitment that the materials will be compatible with or operate with the Purchaser's software or hardware.

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

#### **7.4 The Company's liability**

The Purchaser's use of the Services is at your own risk. The Company will be responsible for any foreseeable loss or damage that you may suffer as a result of the Company's breach of these Terms and Conditions of Purchase and Use or as a result of our negligence (including that of our employees, agents or subcontractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence if it is contemplated by the Company and the Purchaser when the contract is created. The Company will not be responsible for any loss that is not foreseeable.

The Company shall not be liable to the Purchaser for any of the following types of loss or damage arising out of or in connection with the Purchaser's use of the Services:

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

Nothing in these Terms and Conditions of Purchase and Use shall affect your statutory rights or exclude the Company's liability for fraud, fraudulent misrepresentation or for death or personal injury arising from the Company's negligence.

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

#### **7.5 Our rights in relation to User-generated content**

Evidence Based Education may monitor the Platform including any forums in order to ensure compliance with the End User Licence Agreement. We do not, as a rule, pre-screen user-uploaded content but we retain the right to monitor communications through the Platform, along with user groups set up on other social media sites. Evidence Based Education retains the right to refuse to accept or to remove any User-generated content which is deemed to be objectionable or inappropriate without any liability to the User or a third party.

#### **7.6 Termination**

The Company may terminate access to the Platform, with or without notice and without liability to you or any third party. The Company may also remove and discard any User-uploaded content at any time, including, but not limited to, where there is belief that there has been a breach of these Terms and Conditions of Purchase.

#### **7.7 Events outside of the Company's control (force majeure)**

The Company cannot be held liable or responsible for any failure to perform, or for any delay if an event outside of our control occurs. Such causes include, but are not limited to: power failure, internet service provider failure, fire, flood, storms, acts of terrorism, pandemic, or any other event that is beyond the Company's reasonable control.

### **7.8 Amendments to Terms and Conditions**

The Company reserves the right to amend these Terms and Conditions of Purchase and Use from time to time. Any changes will be highlighted and the date of the revision will be indicated. Continued use of the Services by the Purchaser after any such change has been made constitutes acceptance of them.

## **8. Complaints and feedback**

We always welcome feedback from Purchasers and, whilst we always use all reasonable endeavours to ensure that your experience is a positive one, we nevertheless want to hear from you if you have cause for complaint.

If the Purchaser wishes to contact the Company, this is possible by telephone on +44 (0)191 5650425 or by email to [enquiries@evidencebased.education](mailto:enquiries@evidencebased.education). Should the Purchaser wish to write to the Company, the address is 1 Grange Crescent, Sunderland SR2 7BN, United Kingdom.

## **9. Jurisdiction**

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

June 2024