

CEA Terms of Business for Connex Academy Platform

Standard Terms of Business

For Connex Academy's Subscription Packages and Learner Management System

Connex Education Academy Limited a company incorporated in England and Wales under company number 10311782 and whose registered office is at Unit A, Telford Court, Chester Gates Business Park, Chester CH1 6LT ("Connex Academy").

1. Definitions

- **'Accessed'** means the access to Connex Academy's Learner Management System and commencement of any course or the viewing or loading of any Course Materials by an LMS User;
- **'Course Materials'** means the physical or downloadable materials relating to any course (in whole or in part) together with all revisions and updates made by Connex Academy, which may be in any format;
- **'Learner Management System or LMS'** means the CPD platform named www.connex-academy.com;
- **"LMS User"** means the person, organisation, corporate body, or education and childcare setting to whom Connex Academy provides its services;
- **'Subscription Fees'** means the annual price set for the Subscription Period and Subscription Package;
- **'Subscription Package'** means either Teach Safe, Teach Accelerate or Teach Excel;
- **'Subscription Period'** means 12 months access to the selected Subscription Package on Connex Academy's LMS;
- **'Subscription Renewal'** means the automatic renewal of Subscription Fees subject to cancellation policy clause 2.4.

Agreed Terms

- 1.1. Use of this website and / or the LMS indicates that the website user and / or LMS User has read and accepted these terms of business.
- 1.2. By registering for any Subscription Package with Connex Academy, the LMS User, and where relevant, their school, accepts these terms of business.
- 1.3. Payment of Subscription Fees is an offer to enter into a binding contract with Connex Academy on these terms of business. Connex Academy may accept or decline this offer at its absolute discretion.

2. Platform Subscription

- 2.1. A Subscription Package provides access to the specific content within the package via an online platform of CPD Courses and is available to individuals and schools (LMS Users)
- 2.2. Following payment of the Subscription Fee Connex Academy will provide access to the agreed Online CPD Courses for a period of 12 months ('the Term').
- 2.3. Package users must confirm to Connex Academy which nominated individuals LMS Users) require access under their school's Subscription Period and Subscription Package. It is the responsibility of school to ensure that it's Nominated LMS Users act in accordance with these terms of business
- 2.4. On the expiry of the annual Term the Subscription Package will be automatically renewed. LMS Users who do not wish to renew must email info@connex-academy.com. at least 30 days before expiry of the Term to cancel the renewal.

3. Senior Mental Health Lead Package

- 3.1. The SMHL Package is available to individuals, schools and other education and childcare settings
- 3.2. Schools in receipt of a grant to fund the SMHL Package remain responsible for payment of the full SMHL fee. The management of the grant remains the school's responsibility.



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E: info@connex-academy.com

VAT reg No: 335227025

3.3. The SMHL Package is access for one Nominated LMS User to:

- Senior Mental Health Lead Program;
- Senior Mental Health Lead Community Hub;
- Mindfulness Moments;
- SMHL Podcast;
- Fundamentals of Wellbeing in partnership with Create Positive;
- Awareness of Learner Wellbeing CPD course.
- Access to the LMS Platform for their school workforce for 12 months.

3.4. Schools wishing to add additional Nominated LMS Users to the Fundamentals of Wellbeing course should contact info@ConnexAcademy.com. This will incur additional costs dependent on school size.

3.5. To arrange access to the 'Fundamentals of Wellbeing' course it will be necessary to provide the Nominated LMS User's' email address to our partner, Create Positive ('CP'). CP is based outside the UK (Germany). Requests to register for this course will be deemed as consent to transfer the personal data outside the UK for the purpose of completing the contract and administering the course.

4. Cancellation

- 4.1. LMS Users may cancel their Subscription package by emailing info@connex-academy.com. at any time. Subscription fees already paid by the LMS User for that subscription period will not be refunded if the LMS has been accessed and any course viewed
- 4.2. Connex Academy will refund the Subscription Fees paid if a cancellation is received within 14 days of payment and if the LMS has not accessed.
- 4.3. Refunds will not be paid after the LMS has been accessed.
- 4.4. Connex Academy aims to process eligible refunds within 30 days of cancellation in writing.
- 4.5. Connex Academy reserves the right to remove access (on a temporary or permanent basis) to the LMS, irrespective of school or LMS user, who do not comply with these terms and conditions or where Subscription Fees due to Connex Academy are received late and/or not received.

5. Intellectual Property

- 5.1. At all times Connex Academy or its licensors remains the owner of the intellectual property of all Course Materials and all content displayed on the LMS or website. Course Materials and content displayed on the LMS or website may not be reproduced, shared, stored in a retrieval system, published or transmitted in any form or any means without the prior written permission of Connex Academy.
- 5.2. In consideration of receipt of the payment of Subscription Fees, Connex Academy grants the LMS user a non-exclusive, non-transferable licence to use the LMS for the sole purpose of studying for the selected courses.
- 5.3. Save as expressly set out in these Terms, LMS users may not modify, copy, reproduce, republish, upload, post, transmit, or distribute in any way any of the LMS content and Course Materials. Use of the LMS content and Course Materials not expressly permitted in these Terms is strictly prohibited and will constitute an infringement of Connex Academy's copyright or Connex Academy's other intellectual property rights, and/or the copyright or other intellectual property rights of Connex Academy's licensors.
- 5.4. With the exception of the LMS content and Course Materials, the material on our LMS is provided on an "as is" basis, without any conditions, warranties or other terms of any kind. To the maximum extent permitted by law, Connex Academy provides its LMS on the basis that Connex Academy excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have an effect with respect to the LMS.
- 5.5. Whilst all courses go through stringent quality checks, Connex Academy cannot affirm them to be error free. Any errors or discrepancies in our course materials can be submitted to Connex Academy for review.

6. Third Party Websites

- 6.1. Links to third party websites on the Connex Academy LMS are provided solely for LMS Users' convenience.



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- 6.2. No endorsements or representations are made by Connex Academy for the third party websites or their content. When accessing a link the LMS User leaves the Connex Academy LMS.
- 6.3. Connex Academy accepts no responsibility for third party websites, their content or availability. Access to third party LMS' is entirely at the LMS User's own risk.

7. Material and Conduct

- 7.1. Other than personally identifiable information, which is covered under Connex Academy's Privacy Policy, any material transmitted or posted to the LMS, or course community hubs ("Connex Academy Systems") shall be considered non-confidential and non-proprietary. Connex Academy shall have no obligations with respect to such material. Connex Academy and our designees shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied therein for any and all commercial or non-commercial purposes.
- 7.2. It is prohibited to post or transmit any material that is threatening, defamatory, obscene, offensive or similar on any Connex Academy website or system. LMS Users are responsible for obtaining all necessary licences and/or approvals before submitting any information on the Connex Academy System. Connex Academy reserves the right to remove any material from Connex Academy Systems that it considers inappropriate or unsuitable.
- 7.3. Connex Academy shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or locate anyone posting inappropriate material.

8. Privacy

- 8.1. Please refer to the Privacy Policy on the Connex Academy LMS for full details of how personal information will be handled and processed by Connex Academy.
- 8.2. For LMS users who wish to participate on the Fundamentals of Wellbeing course as part of the SMHL Package clause 3.5 will apply.



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9. Liability

- 9.1. Save to the extent permitted by law, Connex Academy (and any of its group companies and the officers, directors, employees, shareholders, sub-contractors or agents of any of them) exclude all liability and responsibility (including without limitation in respect of negligence) from any amount or kind of loss or damage arising out of or in connection with use of this LMS and / or website.
- 9.2. Connex Academy do not exclude or attempt to limit in any way liability for:
- personal injury or death resulting from our negligence;
 - any matter for which it would be illegal to exclude or to attempt to exclude liability; or
 - for fraud or fraudulent misrepresentation.
- 9.3. Subject to the exclusions/limitations set out above, Connex Academy shall not be liable to LMS users, or schools for any indirect or consequential loss or damage of any nature whatsoever arising and whether caused in tort (including negligence), breach of contract or otherwise (even if foreseeable), any loss of income or revenue, loss of business, loss of profit of contracts, loss of anticipated savings, wasted third party costs, and/or loss of data, management or office time.

10. General

- 10.1. Connex Academy reserves the right to revise and amend these terms and conditions from time to time.
- 10.2. LMS Users will be subject to the terms and conditions in force at the time that they register for a course and / or access the Connex Academy LMS and / or the Connex Academy website.
- 10.3. If any provision within these terms and conditions is held by any competent authority to be invalid or unenforceable (in whole or in part) the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.



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10.4. These terms and conditions (including in relation to any non-contractual obligations) shall be governed by and interpreted in accordance with English law and subject to the exclusive jurisdiction of the English courts.