



Cornerstones terms and conditions

5.0 – 01/09/2019

This agreement, which consists of these Terms and Conditions and, if issued, the Sales Order, (the “Agreement”) is a legal agreement between the “User Group” and Cornerstones Education Limited (a company registered in England and Wales with company number 07228912) whose registered office is 68 Queen Street, Queen Street Chambers, Sheffield, S1 1WR (“Cornerstones”)

1. Definitions

1.1 In this Agreement the following terms shall have the meanings assigned to them below:

“**Cornerstones ID**” means a User’s personal username and password to access the Platform(s) at the correct level for purchased Licensed Materials and pupil data pursuant to clause 5.1 which entitle Users to access and use the Platform(s) and the Licensed Materials in accordance with this Agreement;

“**Data**” means any data inputted or otherwise made available by the User Group or any User for the purpose of using the Platform(s) or the Licensed Materials or facilitating the User Group’s use of the Platform(s) or the Licensed Materials;

“**Effective Date**” has the meaning given to it in clause 2.2;

“**Information**” means any and all documentation, materials, software, code and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, suppliers, pricing, transactions, software, suppliers or methods of one Party and disclosed to or otherwise obtained by the other Party in connection with this Agreement;

“**Intellectual Property**” means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in data and databases, domain names, topography rights, and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with any and all goodwill relating or attached thereto, the right to apply for registration of and/or register such rights and all extensions and renewals thereof;

“**Licence**” means either Standard, Curriculum, Assessment, Maestro or Maestro Lite Licence purchased by the User Group pursuant to clause 4.1 which entitles Users to access and use the Platform(s) and Licensed Materials and pupil data in accordance with the Agreement;

“**Licence Fees**” means any Licence fees payable by the User Group to Cornerstones for each 12 month period of an Agreement. A fee is based upon User Group’s number on roll and/or Cornerstones pricing structure and is subject to annual review.

“**Licensed Materials**” means the content available on the Platform(s) which the User Group has purchased access to from Cornerstones including, text, information, data, interactive features, images, audio or video materials in digital form;

“**Normal Business Hours**” means 8:00 am to 5.00 pm, GMT on any Working Day;

“**Parties**” means the User Group/Users and Cornerstones and “Party” shall be construed accordingly;

“**Personal Information**” means any information from which a living individual can be identified, such as name, address, age, gender etc.

“**Platform(s)**” means the interactive online Platform(s) provided by Cornerstones to the User Group under this Agreement using the Software to access the Licensed Materials, available via:

<https://maestro.cornerstoneseducation.co.uk>

<https://hub.cornerstoneseducation.co.uk>

<https://assessment.cornerstoneseducation.co.uk>

<https://id.cornerstoneseducation.co.uk>

<https://cornerstoneseducation.co.uk>

or such other web address notified by Cornerstones to the User Group from time to time. Access to certain areas of the Platform(s) cannot be purchased separately without a Licence to use the Licensed Materials;

“**Sales Order**” means the sales order form issued by Cornerstones in respect of any Licence Fees;

“**Software**” means third party software provided as part of the Platform(s), including any updates and modifications made available from time to time by Cornerstones and any integrated third parties;

“**Support Services**” means the support services in relation to the Platform(s) and the Licensed Materials provided by Cornerstones accessible via online help and guidance, email or telephone support;

“**Term**” has the meaning set out in clause 18.1;

“**User Group Admin**” means a User nominated by the User Group with a higher level of administrative access rights to the Licensed Materials and areas of the Platform(s);

“**User Group**” means the contracting school/trust/company or contracting individual specified in Cornerstones’ Sales Order Form, Cornerstones’ invoice;

“**Users**” means the individuals who are authorised by the User Group to use the Platform(s) and access and use the Licensed Materials who have been given a personal username and password – Cornerstones ID;

“**Virus**” means any thing or device (including any software, code, file or programme) which may: 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; 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 adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices; and

“**Working Day**” means any day falling on or between Monday to Friday, excluding all public and bank holidays in England and Wales.

- 1.2 Clause headings shall not affect the interpretation of this Agreement
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person’s legal and personal representatives, successors or permitted assigns.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force as at the Effective Date. A reference to a statute or statutory provision shall include all subordinate legislation made as at the Effective Date of this Agreement under that statute or statutory provision.
- 1.6 Any reference to the singular shall include the plural and vice versa and any reference to one gender shall include all genders.

- 1.7 The words “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context and reference to the whole includes reference to part.

2. Cornerstones' Contract with you

- 2.1 Cornerstones permit use of the Platform(s) and the Licensed Materials by the User Group on the basis of the Agreement only.
- 2.2 Cornerstones' acceptance of the User Group's order will take place when Cornerstones email the User Group to accept it and either provide the Sales Order for signature by the User Group or an invoice, at which point a contract will come into existence between Cornerstones and the User Group (the 'Effective Date'). The parties agree that access to the Platform(s) and Licensed Material will only be granted once the User Group returns the signed Sales Order to Cornerstones or an invoice is issued.
- 2.3 The User Group shall appoint one or more User Group Admins (Platform(s)/Maestro Administrator) to act on their behalf to liaise with Cornerstones to set-up and maintain correct User level access.
- 2.4 The User Group shall appoint a User Group main contact (Cornerstones Main Contact) with respect to support, training and product notifications.

3. Licensed Materials

- 3.1 Subject to the restrictions and User Group obligations set out in this Agreement, Cornerstones hereby grants to the User Group a non-transferable, non-exclusive licence to permit the Users to use the Licensed Materials during the Term solely for the User Group's internal business purposes. The licence granted to the User Group is strictly limited to use of the Licensed Materials (both in electronic and hard copy form) by Users as part of their teaching practice. For the avoidance of doubt, no other employee of the User Group, other than the Users, shall be entitled to use the Platform(s) and/or the Licensed Materials as part of their teaching practice.
- 3.2 The User Group shall not grant sub-licences, in whole or in part, of any of the Licensed Materials.
- 3.3 Cornerstones may require the removal of, or editorial revisions to, any of the Licensed Materials licensed to the User Group under this Agreement at any time.
- 3.4 Any and all rights in, or in relation to, the Licensed Materials that are not expressly granted to the User Group under this Agreement, and any other rights (whether known now, or created later, and whether or not in contemplation of the parties at the time of this Agreement) are expressly reserved by Cornerstones.
- 3.5 Cornerstones may require the User Group to cease all use of any of the Licensed Materials if it reasonably believes that the User Group's use of this Licensed Materials infringes the Intellectual Property rights of any third party or breaches any applicable law or regulation. In this instance, Cornerstones may, at its option either:
- provide the User Group with alternative Licensed Materials so as to avoid the infringement; or
 - terminate this Agreement immediately on written notice in respect of the affected Licensed Materials.

4. Licence to use Cornerstones Platform(s)

- 4.1 Subject to the restrictions and User Group obligations set out in this Agreement, Cornerstones hereby grants to the User Group a non-exclusive, non-transferable right during the Term to permit the Users to use the Platform(s) for the User Group's internal business operations in accordance with the terms of this Agreement.
- 4.2 Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the Parties, the User Group may not nor permit others to:
- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform(s), Licenced Materials or Software in any form or media or by any means;

- (b) rent, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose of the Platform(s), Licenced Materials or Software, on a temporary or permanent basis;
 - (c) translate, reverse engineer, decompile, disassemble, unbundle, modify or create derivative works based on the Platform(s), Licenced Materials or Software, except as expressly permitted by law;
 - (d) vary, delete or obscure any notices of proprietary rights or any product identification or restrictions on or in the Platform(s), Licenced Materials or Software; or
 - (e) access all or any part of the Platform(s) and/or the Licensed Materials in order to build a product or service which competes with the Platform(s) and/or the Licensed Materials.
- 4.3 The User Group undertakes to use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform(s) and/or the Licensed Materials and, in the event of any such unauthorised access or use, will promptly notify Cornerstones.
- 4.4 The integrity of the Software is protected by technical protection measures so that the Intellectual Property rights in the Software are not misappropriated. The User Group must not attempt in any way to remove or circumvent such technical protection measures, nor to apply, manufacture, import, distribute, sell, let for hire, offer, expose or advertise for sale for hire or have in its possession for private or commercial purposes, any means whose sole purpose is to facilitate the unauthorised removal or circumvention of such technical protection measures.
- 4.5 All rights that are not expressly or specifically granted in this Agreement to the User Group are reserved to Cornerstones.

5. Users

- 5.1 In relation to the Users, the User Group undertakes that:
- (a) it will not allow or suffer any User's Cornerstones ID to be used by more than one individual;
 - (b) each User shall keep a secure password for their use of the Platform(s);
 - (c) it shall maintain an up to date list of current Users;
 - (d) it shall permit Cornerstones to audit the Platform(s) in line with contractual requirements;
 - (e) it will immediately disable each User accounts upon the designated member leaving the employment of the User Group.

6. Additional licences

- 6.1 The User Group may, from time to time during the Term, request additional licences/registrations to access the Licenced Materials and Cornerstones shall grant licences/registrations in accordance with the provisions of this Agreement.

7. Provision of the Platform(s)

- 7.1 Cornerstones shall use its reasonable endeavours to make the Platform(s) available 24 hours a day, seven days a week, except for planned maintenance notified to the User Group in advance and unscheduled maintenance which Cornerstones shall use reasonable endeavours to give the User Group notice of in advance.
- 7.2 Cornerstones reserves the right at any time to make any modification, change or addition to, or replacement of, the Platform(s) where this is required to conform with any applicable statutory requirements. Cornerstones shall give the User Group as much notice as reasonably practicable of any proposed modification.

- 7.3 Cornerstones shall not be liable for any failure to provide the Platform(s) in accordance with this Agreement to the extent that such failure is caused directly or indirectly by the User Group's negligence or breach of any term of this Agreement.

8. Support Services

- 8.1 Cornerstones will provide the User Group with Cornerstones' Support Services during Normal Business Hours using reasonable skill and care.

9. Acceptable Use

- 9.1 The User Group shall not access, store, distribute or transmit any Viruses in its use of the Platform(s) and the Licensed Materials.
- 9.2 Cornerstones may from time to time provide interactive services on the Platform(s), including, without limitation bulletin boards. Cornerstones will use reasonable endeavours to assess any possible risks for users from third parties when they use any interactive service provided on the Platform(s) and Cornerstones will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. However, Cornerstones are under no obligation to oversee, monitor or moderate any interactive service on the Platform(s) and Cornerstones expressly exclude all liability for any loss or damage arising from the use of any interactive service by a User in contravention of Cornerstones' content standards, whether the service is moderated or not.
- 9.3 The following content standards apply to any and all material which the User Group and Users contribute to the Platform(s) and to any interactive services associated with it. The User Group must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.
- 9.4 Contributions must: be accurate (where they state facts); be genuinely held (where they state opinions); and comply with applicable law in the UK.
- 9.5 Contributions must not: contain any material which is defamatory of any person; contain any material which is obscene, offensive, hateful or inflammatory; promote sexually explicit material; promote violence; promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; infringe any copyright, database right or trade mark of any other person; be likely to deceive any person; be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence; promote any illegal activity; be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety; be likely to harass, upset, embarrass, alarm or annoy any other person; be used to impersonate any person, or to misrepresent identity or affiliation with any person; give the impression that they emanate from Cornerstones, if this is not the case; or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
- 9.6 Contributions must not contain any material which infringes the intellectual property rights of any other party. Cornerstones accept no responsibility for any such contributions.
- 9.7 Cornerstones will determine, in its sole discretion, whether there has been a breach of these acceptable use standards through the User Group's and/or any User's use of the Platform(s). When a breach of these standards has occurred, Cornerstones may take such action as it deems appropriate.
- 9.8 Cornerstones have the right to remove any posting the User Group and/or any User makes on the Platform(s) if, in its opinion, the User Group's and/or any Users post does not comply with the standards set out above.

10. Third Party Websites and Internet Use

- 10.1 Where the Platform(s) or any Licensed Materials contain links to other sites and resources provided by third parties, these links are provided for the User Group's and its Users' information only. Such links should not be interpreted as approval by Cornerstones of those linked websites or information the User Group or User's may obtain from them. Cornerstones has no control over the contents of those sites or resources.
- 10.2 The User Group and Users are responsible for the application of the User Group's e-safety and data protection policies when using the Platform(s) and the Licensed Materials.

11. Warranties

- 11.1 Cornerstones undertakes that the Platform(s) will be provided and the Licensed Materials have been developed using reasonable skill and care.
- 11.2 The undertaking at clause 11.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform(s) and/or the Licensed Materials contrary to Cornerstones' instructions, or modification or alteration of the Platform(s) and/or the Licensed Materials by any party other than Cornerstones or Cornerstones' duly authorised contractors or agents. If the Platform(s) and/or the Licensed Materials do not conform with the foregoing undertaking, Cornerstones will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the User Group with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the User Group's sole and exclusive remedy for any breach of the undertaking set out in clause 11.1. Notwithstanding the foregoing, Cornerstones:
- (a) does not warrant that the User Group's use of the Platform(s) will be uninterrupted or error-free; or that the Platform(s), the Licensed Materials and/or any information obtained by the User Group through the Platform(s) will meet the User Group's requirements; and
 - (b) 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 the internet, and the User Group acknowledges that the Platform(s) and access to the Licensed Materials may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 11.3 This Agreement shall not prevent Cornerstones from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
- 11.4 Cornerstones warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

12. User Group's Obligations

- 12.1 The User Group shall:
- (a) only use the Platform(s) and the Licensed Materials in accordance with the terms of the Agreement for its own internal purposes;
 - (b) use the Platform(s) and the Licensed Materials in accordance with Cornerstones' reasonable instructions and any laws, regulations and licenses which may apply to the User Group's use of the Platform(s) and the Licensed Materials from time to time;
 - (c) not change, amend or develop the Licensed Materials without Cornerstones' prior written consent;
 - (d) only permit the use of the Platform(s) and the Licensed Materials by Users as part of their teaching practice and shall not permit the use of the Platform(s) or the Licensed Materials by any third party (including, without limitation, employees within the User Group that are not Users);

- (e) ensure that the Licensed Materials once downloaded are kept secure and shall prevent, and take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display and distribution of the Licensed Materials;
- (f) not display, upload or input any Licensed Materials to websites or online Platform(s) (their own, public or commercial) unless authorised by Cornerstones;
- (g) appoint User Group Admin(s) to coordinate and manage access to Cornerstones Platform(s);
- (h) carry out all User Group responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the User Group's provision of such assistance as agreed by the parties, Cornerstones may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (i) ensure that the Users use the Platform(s) and the Licensed Materials in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement including by ensuring Users do not disclose the Licensed Materials (save as strictly necessary as part of their teaching practice to students) to any third party;
- (j) obtain and shall maintain all necessary licences, consents, and permissions necessary for Cornerstones, its contractors and agents to perform their obligations under this Agreement;
- (k) ensure that its network and systems comply with the relevant specifications provided by Cornerstones from time to time;
- (l) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Cornerstones' data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the User Group's network connections or telecommunications links or caused by the internet; and
- (m) provide Cornerstones with up-to-date information, co-operation and support as Cornerstones shall reasonably require pursuant to this Agreement.

12.2 The User Group shall procure that the User Group Admin(s) will:

- (a) provide the key contacts at point of sale including their individual email addresses required by Cornerstones to set up the User Group access to Cornerstones Platform(s);
- (b) confirm that access is authorised for Users only and never granted to non-Users, staff, pupils, parents or other third parties by the User Group without prior consent from Cornerstones;
- (c) maintain an up to date list of current Users;
- (d) immediately disable each User accounts upon the designated member leaving the employment of the User Group.
- (e) ensure that all the User Group's Users are aware of the terms of this Agreement.

12.3 If the User Group becomes aware of any misuse of any Licensed Materials, or any security breach in connection with this Agreement that could compromise the security or integrity of the Licensed Materials or otherwise adversely affect Cornerstones, the User Group shall, at the User Group's expense, promptly notify Cornerstones and fully co-operate with Cornerstones to remedy the issue as soon as reasonably practicable. Cornerstones may suspend the User Group's rights under this Agreement until the misuse or security breach is remedied.

12.4 The individual acting on behalf of the User Group in entering into the Agreement warrants and undertakes that they have the requisite power and authority to act on behalf of the User Group to enter into the Agreement and bind the User Group.

13. Charges and Payment

- 13.1 The User Group shall pay any Licence Fees to Cornerstones in accordance with this clause 13.
- 13.2 Unless otherwise agreed with Cornerstones, the User Group shall provide to Cornerstones valid, up-to-date and complete purchase order information acceptable to Cornerstones and any other valid, up-to-date and complete contact and billing details, for the purpose of Cornerstones invoicing the User Group.
- 13.3 Subject to clause (b), Cornerstones shall invoice the Customer:
- (a) on the acceptance of the User Group's order for any Licence Fees payable in respect of the Initial Licence Term; and
 - (b) if the User Group requests renewal prior to the expiry of the Initial Licence Term or any subsequent Licence Period, and, where possible, at least 10 days prior to each anniversary of the Effective Date for any Licence Fees payable, in respect of the next Licence Period.
- 13.4 The User Group shall pay each invoice within 30 days after the date of such invoice.
- 13.5 All amounts and fees stated in this Agreement:
- (a) are exclusive of Value Added Tax and any other applicable taxes, duties and assessments which shall be payable by the User Group in the manner prescribed by law;
 - (b) shall, unless otherwise agreed between the parties, be payable in pounds sterling; and
 - (c) are non-cancellable and non-refundable.
- 13.6 If the User Group fails to make any payment due to Cornerstones by the due date for payment then, without prejudice to Cornerstones' other rights and remedies, Cornerstones will be entitled:
- (a) to suspend the User Group's and each User's access to the Platform(s) and the Licensed Materials and/or any other services provided under or in connection with this Agreement (or any part of them) until such payment is made;
 - (b) where Cornerstones has agreed to payment of any Licence Fee in instalments, to demand immediate payment of all outstanding amounts of any Licence Fee due in respect of the Initial Licence Term or Licence Period (as relevant) from the User Group, as if no instalment plan had been agreed; and/or
 - (c) to charge the User Group interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this sub-clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Cornerstones shall also be entitled to claim, on an indemnity basis, from the User Group all costs and expenses (including legal fees) it incurs in attempting to recover any outstanding amounts from the User Group
- 13.7 Cornerstones shall be entitled to increase any Licence Fees at the start of each Licence Platform(s) by giving the User Group at least 10 days prior written notice before the commencement of the relevant Licence Period and any Licence Fees shall be deemed to have amended accordingly.
- 13.8 Any Licence Fees and other sums payable under this Agreement shall be paid free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law the User Group shall pay to Cornerstones such sum as will, after the deduction or withholding has been made, leave Cornerstones with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

14. Intellectual Property

14.1 All Information of Cornerstones and all Intellectual Property and any other rights in the Software and in or arising from the Platform(s), the Licensed Materials and/or any other services provided under or in connection with this Agreement shall be and shall remain at all times the exclusive property of Cornerstones or relevant third party and the User Group shall acquire no right, title or interest in or to the same and shall use such items solely as permitted by the terms of this Agreement.

15. Data

15.1 The User Group shall own all right, title and interest in and to all of the User Group Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Group Data.

15.2 If Cornerstones controls or processes any personal or pupil data on the User Group's behalf when performing its obligations under this Agreement, Cornerstones shall be a data controller and processor ICO Registration Number ZA285046 and in any such case:

- (a) the User Group shall ensure that the User Group is entitled to transfer the relevant data to Cornerstones in an encrypted format so that Cornerstones may lawfully, control, use, process and transfer the data in accordance with this Agreement on the User Group's behalf;
- (b) the User Group shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
- (c) each party shall take appropriate technical and organisational measures against unauthorised or unlawful control, processing of the data or its accidental loss, destruction or damage;
- (d) Cornerstones will follow all procedures to ensure ISO 27001 and GDPR compliance;
- (e) Cornerstones, in line with clause 15.2 (d), will ensure the correct procedures for accessing, encrypting and deleting data are adhered to;
- (f) Cornerstones, in line with clause 15.2 (d), will ensure designated employees or third parties are fully aware of all procedures;
- (g) Cornerstones ensures servers holding any sensitive data are located in the EU; and
- (h) Cornerstones will ensure sensitive data is backed up every 24 hours and data is only kept for 6 months after termination or expiry of this agreement.

16. Confidentiality

16.1 Subject to the remainder of this Clause 16, neither the User Group nor Cornerstones shall, without the other Party's prior written consent, disclose to any third party Information (other than the business name of the other Party) which comes to that Party's attention pursuant to this Agreement. Each Party shall only use the Information of the other Party to exercise its rights and/or perform its obligations under this Agreement.

16.2 The User Group agrees that Cornerstones may disclose the Information of the User Group to any relevant third party to the extent reasonably required by such third party in order to allow provision of the Platform(s), the Licensed Materials and/or any other services provided under or in connection with this Agreement.

16.3 The provisions of Clause 16.1 shall not apply to information which:

- (a) is in or comes into the public domain otherwise than by breach of this Agreement, except that any compilation of otherwise public information in a form not publically known shall nevertheless be treated as confidential Information;
- (b) is in the other Party's possession prior to the commencement of negotiations for this Agreement as shown by written evidence that predates the date of such negotiations;

- (c) is or was lawfully received from a third party not under an obligation of confidentiality in respect of the same as shown by written evidence that predates the date of this Agreement;
 - (d) was developed independently of and without reference to the other Party's Information; or
 - (e) is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required), in which case each Party shall promptly notify the other Party of any such disclosure requirement.
- 16.4 Cornerstones shall be entitled to publicise that the User Group has licensed use of the Platform(s) and the Licensed Materials from Cornerstones in its advertising or promotional materials (including in case studies), press releases, tenders, proposal, speeches, articles and other similar materials.
- 16.5 Cornerstones shall be entitled to divulge the User Group's Information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with this Agreement.
- 16.6 The restrictions contained in this Clause 16 shall continue to apply after termination or expiry of this Agreement without limit in time.

17. Liability

- 17.1 This clause 17 sets out the entire financial liability of Cornerstones (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the User Group:
- (a) arising under or in connection with this Agreement;
 - (b) in respect of any use made by the User Group of the Platform(s), the Licensed Materials and/or any other services provided under or in connection with this Agreement or any part of them; and
 - (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 17.2 Except as expressly and specifically provided in this Agreement:
- (a) the User Group assumes sole responsibility for results obtained from the use of the Platform(s) and the Licensed Materials by the User Group, and for conclusions drawn from such use. Cornerstones shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Cornerstones by the User Group in connection with the Platform(s), the Licensed Materials or any actions taken by Cornerstones at the User Group's direction;
 - (b) 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 this agreement; and
 - (c) the Platform(s) and the Licensed Materials are provided to the User Group on an "as is" basis.
- 17.3 Nothing in this Agreement shall exclude or limit Cornerstones' liability for:
- (a) death or personal injury caused by its (or its employees', agents' or contractors') negligence;
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liability the exclusion or limitation of which is not permitted by English law.
- 17.4 Subject to clause 17.2 and clause 17.3:
- (a) Cornerstones shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any: loss of profits; loss of business; depletion of goodwill and/or similar losses; or loss or corruption of data or information; or pure economic loss; or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and

- (b) Cornerstones' total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to any Licence Fees payable by the User Group under this Agreement during the twelve (12) month period prior to the date the liability first arose or where the liability arises after the expiry or termination of this Agreement, to any Licence Fees payable by the User Group to Cornerstones in the twelve (12) month period prior to expiry or termination of this Agreement.

17.5 The User Group shall defend and hold Cornerstones harmless 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 the User Group's use of the Platform(s) and/or the Licensed Materials.

18. Term and Termination

- 18.1 If this Agreement includes a payable licence, it shall, unless otherwise terminated in accordance with this Agreement, commence on either the Effective Date for User Groups that are registered to Cornerstones Online, or on the date of registration for Cornerstones Maestro and Cornerstones Maestro Lite and shall continue for an initial period of twelve (12) months (the "Initial Licence Term") and thereafter this Agreement may be renewed upon request by the User Group for successive periods of 12 months (each a "Licence Period") unless and until otherwise terminated in accordance with the provisions of this Agreement. The Initial Licence Term, together with any Licence Period shall constitute the "Term".
- 18.2 The parties agree that should the User Group allow the Agreement to lapse, but subsequently seek to resubscribe to the Licensed Materials, a fresh agreement will be entered into by Cornerstones and the User Group on the basis of Cornerstones' then current Terms and Conditions and any invoice issued by Cornerstones.
- 18.3 A Party shall have the right to terminate this Agreement at any time on immediate notice to the other Party in the event that the other Party:
- (a) fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 days after being notified in writing to make such payment;
 - (b) commits an irremediable material breach of this Agreement, persistently repeats a remediable material breach or commits any remediable material breach and fails to remedy it within fourteen (14) days of receipt of the notice of the breach requiring remedy of the same;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (e) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Agreement has been placed in jeopardy.
- 18.4 Cornerstones may terminate this Agreement (or any part of it) and/or access to the Platform(s) and/or the Licensed Materials (or any part of them):
- (a) by serving written notice on the User Group with immediate effect, if termination is required for legal or regulatory reasons; or

- (b) on serving fourteen (14) days prior written notice to the User Group if Cornerstones or its third party suppliers no longer operates or provides any or all of the products or services used in relation to the Platform(s) or the Licensed Materials or intends to cease operating or providing any or all of such products or services in the immediate future.
- 18.5 The termination of this Agreement shall be without prejudice to the accrued rights and liabilities of either Party subsisting under this Agreement prior to termination.
- 18.6 Cornerstones may at its sole discretion suspend immediately the provision of the Platform(s) and/or any other services provided under this Agreement (or any part of them) until further notice on notifying the User Group either orally (confirming such notification in writing) or in writing if Cornerstones is entitled to terminate this Agreement. Any suspension of the Services shall not exclude Cornerstones' right subsequently to terminate this Agreement.

19. Consequences of Termination

- 19.1 Upon termination of this Agreement for any reason, the User Group shall:
- (a) immediately cease to make use of the Platform(s) and the Licensed Materials;
 - (b) immediately pay any outstanding sums due under this Agreement; and
 - (c) agree that all of Cornerstones' Information, the Licensed Materials or any document containing part thereof, together with all copies of the Information and the Licensed Materials (including all electronic copies and hard copies) are still protected by this agreement until the information is destroyed. Cornerstones will determine, in its sole discretion, whether there has been a breach of agreement. When a breach of agreement has occurred, Cornerstones may take such action as it deems appropriate.
- 19.2 Any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 19.3 Any terms and conditions forming part of this Agreement which are agreed by the Parties to survive termination or which by their nature are to survive termination, shall survive and continue in full force and effect.

20. Force Majeure

- 20.1 Cornerstones shall have no liability to the User Group under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Cornerstones or any other party), failure of a utility service or transport or telecommunications network, 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 suppliers or sub-contractors.

21. Notices

- 21.1 Notices sent in respect of any matter arising in respect of this Agreement shall be in writing and must be sent either by:
- (a) pre-paid first class post; or
 - (b) delivered by hand; or
 - (c) email.

- 21.2 A notice shall be sent or delivered to the address specified in this Agreement (as updated by notice in accordance with this section) or email notified by each party to the other from time to time.
- 21.3 Notice is deemed given:
- (a) in the case of hand delivery – at the time the delivery is made;
 - (b) in the case of posting– two (2) Working Days after the notice is posted;
 - (c) in the case of email – at the time when the sender receives either a read receipt or a telephone call from the recipient confirming receipt of the email, whichever is earlier.

22. Returns

- 22.1 In line with Consumer Contracts Regulations 2013 this legislation offers the following cancellation rights for online or phone purchases:
- 22.2 The User Group is entitled to cancel the contract, provided that this right is exercised no longer than 14 days after the day on which you receive the goods or access to Licensed Materials;
- 22.3 If a User Group wishes to exercise their right of cancellation, the User Group is obliged to retain possession of the goods and take reasonable care of them;
- 22.4 To exercise the right to cancel, a User Group must inform Cornerstones of the decision to cancel the contract by a clear statement, including details of name, geographical address, details of the order they wish to cancel and, where available, phone number and email address;
- 22.5 The User Group can cancel by email: support@cornerstoneseducation.co.uk, or call 03333 20 8000, or write to: Cornerstones Education Ltd, Unit 6 Fields End Business Park, Goldthorpe, South Yorkshire S63 0JF; and
- 22.6 If the User Group decides to cancel, they should return the goods to Cornerstones at their cost within 14 days of such cancellation and Cornerstones will reimburse to them (by the method used to pay for the original transaction) the amount in relation to goods to which cancellation rights apply. This includes the cost of delivery (except for the supplementary costs arising if you choose a type of delivery other than our standard and least expensive method of delivery).
- 22.7 Cornerstones may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is the result of unnecessary handling by the User Group. Cornerstones will make the reimbursement no later than 14 days after the day any returns are received.

23. Privacy and Cookies

- 23.1 Cornerstones will fully comply with all applicable UK Data Protection, GDPR and consumer legislation from time to time in place. Our privacy notice can be found on our website or requested at any time by the User Group.

24. General

- 24.1 The User Group shall not assign, purport to assign or otherwise transfer this Agreement and/or any of its obligations thereunder, in whole or in part, without Cornerstones' prior written consent.
- 24.2 Nothing in this Agreement 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).

- 24.3 Cornerstones reserve the right at any time to amend these Terms and Conditions from time to time on notice in writing to User Group and if accepted, will be effective immediately and will be incorporated into these Terms and Conditions. If User Group refuses to accept such amendments, Cornerstones will have the right to terminate the Agreement.
- 24.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 24.5 Cornerstones 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 this Agreement
- 24.6 If any part of this Agreement is held unlawful, invalid or unenforceable, that part shall be considered struck out and the remainder of this Agreement shall remain in full force and effect. Cornerstones and the User Group shall work together in good faith to agree an enforceable replacement provision capturing the spirit of the original.
- 24.7 This Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this 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 this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.
- 24.8 The Parties do not intend that any term of this Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it unless specifically provided for this Agreement.
- 24.9 This Agreement 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.
- 24.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).