



## **Terms & Conditions**

These are the terms and conditions on which you make use of the website <https://curriculumwide.co.uk>, whether as a guest or as a registered user. Please read these terms and conditions before you start to use the website.

By using the website, regardless of how you access it, you confirm that you accept these terms and that you agree to abide by them.

**If you do not agree to these terms, please refrain from using the website.**

## **Who We Are**

CurriculumWide is a service that allows schools to broaden their curriculum by searching for available courses to deliver in their school (Entry level and Levels 1-3). The main features of this service are:

- Schools can search for courses that are available using a range of filters (see search tool below)
- Schools can find out if a course counts towards school Key Stage 4 performance tables
- Schools can analyse each course, viewing links to the specification, discount codes and where available pass rates and course entries

There are a number of other features and functions that effectively help you search for courses.

**Search tool:** This includes keyword search, performance tables accredited search, subject area, qualification level, academic or vocational, assessment method, exam board and Guided Learning Hours (GLH). There are instances where this data where we do not have this information as it has not been provided to ofqual.

**Course information:** Following a search you can see course information such as exam board, course expiry date, JCQ discount code and link to specification.

**Teacher ratings:** These are independent reviews of courses by teachers. Upon registration, should they choose to, teachers can provide a rating on different categories.

**Course entries:** This is the national picture of course entries for each course. Our system also allows you to see the entries of all other courses with the same title. Please note that if there is a variation in title, this information will not be displayed, however

using our compare tool you can make a direct comparison of any two courses that are accredited in the performance tables

Pass rates: View the pass rates for courses, this is only available for accredited courses. View individual grades and headline pass rates (i.e. 9-7 or 9-4)

Schools connect (beta): Connect with other schools (with a paid subscription) delivering the same courses as you or courses they deliver of interest to you. It is the responsibility of the other school to respond to you.

Compare tool: This tool allows you to compare two courses side by side, where you can view entries, pass rates. To compare two courses both courses must be returned from the same search.

Our registered address is 136 St Albans Road, Watford, WD24 4FT, a registered limited company in England and Wales. Company Registration Number: 10980035.

You can contact us by email at [info@curriculumwide.co.uk](mailto:info@curriculumwide.co.uk).

### **Change to the Terms**

We reserve the right at all times to vary, change, alter, amend, add to or remove any of these Terms. Please ensure that you review these Terms each time you use the Website as you will be deemed to have accepted a variation if you continue to use the Website after the variation has been posted. The current draft of these Terms was adopted and published on 30 November 2021.

### **Information about you and visits to the website**

We process information about you in accordance with our [Privacy Policy](#). By using the Website, you consent to such processing and you warrant that all data provided by you is accurate.

You will be asked to register as a user of the website in order to access services by using certain personal details, before being given access to certain areas of our Website. We may use the details you provide in future to contact you in accordance with our privacy policy. You agree to disclose true and complete information during the account registration process, and to update your information if and when it changes.

We take customer feedback very seriously and use it to constantly improve our products and quality of service.

### **Access to and use of our website**

You may only use the Website for lawful purposes. When using the Website, you must not:

- decrypt, extract, disassemble, reverse-engineer or decompile the Website
- use the Website in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect

- include any portion of the Website in any other software program
- develop methods to enable unauthorised parties to use the Website
- create any modifications or derivative works directly or indirectly using the Website, or components thereof
- knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware of the Website
- damage, interfere with or disrupt the Website in any way
- use the Website or information obtained from the Website to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam)
- use the Website for any purpose that is unlawful, improper or illegal, or in breach of any, or for the purpose of breaching any, law
- use the Website in a way which infringes the rights of or harasses anyone else, is harmful to, or otherwise restricts or inhibits anyone else's use and enjoyment of the Website
- use the Website to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity
- post comments about yourself which are not in good faith and in accordance with your honestly held beliefs
- use contact details obtained using the Website to harass any person
- Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on our Website without notice. We will not be liable if for any reason the Website is unavailable at any time or for any period
- We will use our reasonable endeavours to make the Website available but cannot guarantee that the Website will operate continuously or without interruption or be error-free. You must not attempt to interfere with the proper working of the Website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device. You are also advised to use the appropriate antivirus software before and during access to the Website.
- We reserve the right, at any time and for any reason or none, to suspend or terminate your access to, or use of, the Website,

or any part thereof. We may also restrict access to some parts of our Website to users who have registered with us.

- Where you choose or are provided with a Username and Password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. Please ensure that you log off when not using the Website and ensure that devices which you use to access the Website are securely locked when not in your possession. You must notify us if you suspect there has been any unauthorised use of your Personal ID, code or password or any other breach of security.
- We have the right to disable any Password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your Password contrary to these Terms.

## Membership Subscription Charges

Upon request, Curriculum Wide provides schools access to a free 30 day trial for all staff. No credit card or payment details are required for the trial.

The trial helps you evaluate the benefits of your school taking out a subscription with one of our flexible payment plans. Access to the trial is provided free of charge and your school is not committed to take out a subscription by using the trial.

If your school wishes to take out a subscription at the end of the trial, there are different payment plans to choose from. Plans are differentiated by the number of users.

Plan name	Number of users
Personal	1
Pro	3
Team	10
Elite	30
Enterprise	30+

Team, Elite and Enterprise plans also include a Training CPD session for the school as part of the subscription. Further information can be found on our [pricing page](#).

It is agreed that the user or school shall pay the required subscription fee for the chosen subscription plan. Users or schools can choose from a monthly or annual subscription.

The annual paid subscription plan will last for 12 months. Once a user or school purchases a subscription plan they agree to be automatically charged for the next annual subscription unless notice of cancellation is given at least one month prior to the end date of the subscription. Reminders for auto renewals on an annual subscription will be provided at approximately 90 and 40 days before the renewal date.

The monthly paid subscription will continue until your subscription is cancelled. Notice of cancellation of at least a month is required. Unless you cancel your membership before your billing date, you authorise us to charge the subscription fee for the next billing cycle to your Payment Method.

Any order for subscribing to a plan that you place with us is subject to acceptance by us. When you place an order to upgrade to a subscription payment plan we will send you an email to confirm that we have received it.

We may refuse or be unable to process your order/subscription if you do not meet the eligibility to order criteria set out above.

The service has been developed primarily for teaching staff working within the Education and Skills sector. As such, it is expected that you will be 18 years or older and be employed within a school or other learning provider.

### **Payment and refunds**

Payments can be made via BACS (annual subscription) or Direct Debit (monthly subscription). Payment of your subscription fee is due within 28 days of the start of your subscription. We reserve the right not to provide and/or to suspend your access to Curriculum Wide for non-payment. Notification will be given before we do this.

### **Cancellation**

As outlined above, a month's notice is required to cancel any plan. You can cancel your subscription at any time. If you cancel, no refund will be given where this occurs part way through a subscription period. Upon cancelling, if you decide to re-subscribe at a later date, your school will incur a £25.00 admin fee.

### **Open Government Licence (OGL) version 3.0**

The data we make available through our website is sourced from OfQual and is licensed subject to the terms of the [Open Government Licence \(OGL\)](#).

These terms are compatible with the [Creative Commons Attribution 4.0 International Public License](#) and the Open Data Commons Attribution Licence, both of which licence copyright and database rights. This means that when the information is adapted and licenced under either of those licences, you automatically satisfy the conditions of the OGL when you comply with the other licence. The OGL version 3.0 is Open Definition compliant.

### **Intellectual Property Rights**

If you have an intellectual property rights complaint about material posted on the website, you may contact us using the information listed at the top of this policy.

Any notice alleging that materials hosted or distributed through the website infringe intellectual property rights must include the following information:

- An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright or other right being infringed

- A description of the copyrighted work or other intellectual property that you claim has been infringed
- A description of the material that you claim is infringing and where it is located on the website
- Your address, telephone number, and email address
- A statement by you that you have a good faith belief that the use of the materials on the service of which you are complaining is not authorised by the copyright owner, its agent, or the law
- A statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorised to act on the copyright or intellectual property owner's behalf.

### **Disclaimer and limitation of liability**

We have taken care to ensure that the information on the Website is correct. However, no warranty, express or implied, is given as to: (i) its accuracy; or (ii) its availability, and we do not accept any liability for error or omission. We are not responsible for how the information is used, how it is interpreted or what reliance is placed on it. We do not guarantee that the information on the Website is fit for any particular purpose. You should also be aware that the availability of courses is subject to conditions applied by the awarding bodies at their discretion.

To the fullest extent permitted by law, we shall not be liable for any claims, costs, penalties, loss (whether direct, indirect or consequential and whether economic or special loss of any nature), damages or expenses arising from the use or from the inability to use the Website. We do not accept liability from reliance on information or advice contained on the Website or from any unauthorised access or alteration to the Website by a third party.

Whilst the Website may from time to time contain advertising material, we do not endorse or accept any liability for any of the products or services so advertised, or for any error or inaccuracy in the advertisements. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website complies with all relevant laws.

We shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond our reasonable control, including, without limitation, strikes, lock-outs, or other industrial disputes, breakdown of systems or network access, or flood, fire, explosion or accident.

Nothing in these Terms shall exclude liability for death or personal injury directly caused by our negligence, nor any other liability which cannot be excluded or limited under applicable law.

## **General**

These Terms are not intended to confer any benefit on a third party under the provision of the Contracts (Rights of Third Parties) Act 1999.

These Terms shall be construed and interpreted in accordance with the laws of England and Wales. The courts of England shall have exclusive jurisdiction in relation to any claim, dispute or other matters arising therefrom, without prejudice to our right to bring proceedings in the courts of the country of residence of any user of the Website.

If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms which shall continue to have full force and effect.

The failure by us to exercise any right or remedy under these terms and conditions shall not constitute a waiver of that right or remedy.

**Last Updated: 30 November 2021**