

Terms and Conditions of Service

BUSINESS NAME:

eQuality Learning Limited

REGISTERED ADDRESS:

9 Apollo Court, Koppers Way, Monkton Business Park South, Hebburn,
Tyne and Wear, NE31 2ES

COMPANY NUMBER:

07401627

CONTACT:

Natasha Hardiman – Head of Operations

CONTACT EMAIL ADDRESSES AND TELEPHONE NUMBER

Email: info@e-qualitylearning.com

Telephone: 0191 230 6688

1. Introduction

These Terms and Conditions (**'Terms'**) govern the provision of services by eQuality Learning Ltd (**'we'**, **'us'**, or **'our'**) to you, the client, (**'you'** or **'your'**). By engaging our services, you agree to be bound by these Terms.

2. Services

We agree to provide the services as outlined in our proposal, quotation, or agreement, Any changes to the scope of the services must be agreed upon in writing.

3. Fees and Payments

- All fees are outlined in our quotation or invoice;
- Payment is due within 30 days of the invoice date unless otherwise agreed; and
- Late payments may incur interest at 4% above the Bank of England base rate.

4. Client Responsibilities

You agree to:

- Provide accurate and complete information necessary for us to perform the services;
- Cooperate with us in a timely manner; and
- Ensure that any third -party permissions or consents are obtained where required.

5. Intellectual Property

Unless otherwise agreed, all intellectual property created by us in the course of providing the services remains our property until full payment is received.

6. Limitation of Liability

6.1 Cap on Liability

Except as expressly provided in these Terms, our total liability to you for any loss or damage arising out of, or in connection with, the services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total amount paid by you for the services in the 12 months preceding the event giving rise to the claim.

6.2 Exclusion for Certain Losses

We shall not be liable for any:

- Loss of profits, sales, business, or revenue;
- Business interruption;
- Loss of anticipated savings;
- Loss of business opportunity, goodwill, or reputation; or
- Indirect or inconsequential loss or damage.

6.3 No Limitation for Certain Liabilities

Nothing in these Terms shall limit or exclude our liability for:

- Death or personal injury caused by our negligence;
- Fraud or fraudulent misrepresentation; or
- Any other liability which cannot be limited or excluded by applicable law.

6.4 Force Majeure

We shall not be liable for any failure or delay in performing our obligations under these Terms where such failure or delay results from any cause that is beyond our reasonable control, including, but not limited to acts of God, war, terrorism, strikes, pandemics, or governmental restrictions.

6.5 Insurance

We maintain appropriate professional indemnity insurance and public liability insurance. Details can be provided on request.

7. Data Protection and GDPR Compliance

- Both parties agree to comply with all applicable requirements of the UK General Data Protection Regulation (UK GDPR), and the UK Data Protection Act 2018 (DPA2018) or any successor legislation introduced by the UK Government from time to time. This clause is in addition to, and does not relieve, remove, or replace, a party's obligations under the UK GDPR.
- For the purposes of the UK GDPR you are the data controller, and we are the data processor (where applicable) unless otherwise stated in writing.
- We shall:
 - Process personal data only with your documented instructions;
 - Ensure that persons authorised to process the personal data have committed themselves to confidentiality;
 - Implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk;
 - Assist you in responding to data subject rights requests;
 - Notify you without undue delay upon becoming aware of a personal data breach;
 - At your choice, delete or return all personal data after the end of the provision of services; and
 - Make available to you all information to demonstrate compliance with Article 28 of the UK GDPR.

- We do not presently transfer any data outside the European Economic Area (EEA) but if we were to do so in the future, we would ensure that such transfers comply with the UK International Data Transfer Agreement (IDTA) or other legally recognised mechanisms.

8. Dispute Resolution

8.1 Initial Resolution

In the event of a dispute arising out of or in connection with these Terms or the services provided, both parties agree to first attempt to resolve the matter amicably through informal negotiations

8.2 Mediation

If the dispute cannot be resolved informally within 30 days, either party may request that the matter be referred to mediation. The mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure, or a similar recognised mediation body in the UK.

8.3 Jurisdiction

If the dispute is not resolved through mediation, either party may pursue the matter through the courts. These Terms and any dispute or claim arising out of, or in connection with them, shall be governed by, and construed in accordance with, the laws of England and Wales, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

9. Termination

9.1 Termination by Either Party

Either part may terminate the agreement for any reason by providing 30 days written notice to the other party.

9.2 Termination for Cause

We may terminate the agreement immediately if:

- You breach any material term of these Terms and fail to remedy the breach within 7 days of receiving written notice;
- You fail to make payment when due; or
- You become insolvent, or enter into administration or liquidation.

9.3 Consequences of Termination

Upon termination:

- You shall pay for all services provided up to the termination date;
- Any outstanding invoices shall become immediately due; and
- We shall return or securely destroy any personal data in accordance with our GDPR obligations, unless otherwise required by law.

9.4 Survival of Terms

Any clauses which by their nature are intended to survive termination (including but not limited to confidentiality, intellectual property, and limitation of liability) shall remain in full force and effect.

10. Amendments to Terms

- We reserve the right to amend these Terms at any time. Any changes will be effective on posting the updated Terms on our website, or providing them directly to you.
- It is your responsibility to review the Terms periodically. Continued use of our services after any such changes shall constitute your consent to such changes.
- If you do not agree to the amended Terms, you must notify us in writing and cease using our services.

11. Communications

Papers may be served on us by delivery to our registered office. Acceptable methods include personal deliver, first-class post, or email, provided that prior written agreement exists. A document sent by first-class post is deemed served on the second business day after posting, while an email is deemed served on the same day if sent before 4:30 p.m. on a business day, or the next business day if sent later.

12. Governing Law and Jurisdiction

- These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, these Terms or their subject matter, or formation.