

Deepening Understanding LTD

Terms and Conditions



Confidence — Consolidation — Challenge

Introduction

These terms and conditions apply between you, the user of our website (deepeningunderstanding.co.uk) and our resources, and Deepening Understanding Ltd (as owner and operator).

Please read the terms and conditions carefully, as they affect your legal rights. Your agreement to comply with these Ts & Cs is deemed to occur upon your first use of our website or resources. If you do not agree to be bound by these Ts & Cs, you must stop using our website and resources immediately and delete all DU materials which fall under licensed use.

This latest version of terms and conditions was published on 15th August 2021.

These Ts & Cs may be updated without notice to you. It is your responsibility, as a user, to check for any revisions to the Ts & Cs.

1. About us

- 1.1 Deepening Understanding LTD is a UK-registered limited company (10130990) and trades from Office 20, Northlight Pendle, Northlight Parade, Brierfield, Nelson, Lancashire, BB9 5EG.
- 1.2 There are three company directors of Deepening Understanding LTD, including Ben Mayoh, who has led the business since incorporation on 16th April 2016.
- 1.3 Deepening Understanding, DU and Discover as well as our website (deepeningunderstanding.co.uk) are all products and services of Deepening Understanding LTD.
- 1.4 All Logos, the business name and all branding remain the intellectual property of Deepening Understanding LTD
- 1.5 Through our website, we provide downloadable teaching resources to schools and teachers and most recently, we have enhanced our services with the launch of DU Discover – our brand-new online learning platform. This provides interactive tasks for pupils to complete in and out of the classroom.
- 1.6 As a business, our aim is to support schools, teachers and families in increasing children's **confidence**, assisting them in the **consolidation** of key skills and providing appropriate levels of **challenge**. We refer to this ambition as our 3Cs.

2. Registration of primary users

- 2.1 A primary user is defined by DU as *a main account holder, who holds a valid Deepening Understanding subscription*. This is typically a login for a teacher, tutor or parent.
- 2.2 To access and use deepeningunderstanding.co.uk, which includes our downloadable teaching resources and interactive tasks via DU Discover, all primary users must have a valid subscription. We call these *passes*.
- 2.3 When setting up a primary user account, a valid and accurate email address must be provided, and a secure password selected. This should be regularly changed. If signing up online, you may be asked to provide your residential address and a contact telephone number.
- 2.4 Purchasing Personal Passes using a school billing address is not permitted. In instances where this occurs, our admin team will contact you to discuss your requirements. If the account is in the name of an admin staff member or bursar, you will be asked to allocate this to a specific teacher.
- 2.5 If a school has purchased a Deepening Understanding subscription (team pass), the nominated admin or staff member liaising with us may act as an agent to generate an account using your information via our *Teams* system. Once logged in or notified of your account generation, you will take complete responsibility to ensure you are complying with all of our terms of use.
- 2.6 Responsibility for all action undertaken through a user's account lies solely with the account holder.
- 2.7 The primary account holder must be the only individual accessing the website through their log in. Sharing of accounts is strictly forbidden and would compromise the integrity of your own data. In such instances, Deepening Understanding LTD will take no responsibility for the leakage of information caused by sharing of accounts.
- 2.8 It is the responsibility of the account holder to log out of their account following an active session on deepeningunderstanding.co.uk. Saving passwords for quick access is discouraged. Both instances could compromise the integrity of your own data. In such cases, Deepening Understanding LTD will take no responsibility for the leakage of information caused.
- 2.9 You must notify us immediately of any changes to the information provided on registration or if you think your details have been compromised.

3 Registration of secondary users

- 3.1 A secondary user is defined by DU as *a sub account holder, who makes use of our online learning platform, DU Discover*. This is typically a pupil or student login.
- 3.2 To access and use Discover via deepeningunderstanding.co.uk, all secondary users must be connected to a primary user who has a valid subscription.
- 3.3 Management of secondary users is the responsibility of the primary account holder.
- 3.4 When setting up a secondary user account, teachers must provide a pupils' name and surname. However, the data they provide can be chosen to match their schools' GDPR policies. For instance, pupil accounts can be generated with the students' full names, first names and last initials or anonymous inputs e.g. Child A.
- 3.5 Responsibility for all action undertaken through a secondary user's account lies solely with the account holder and the primary user.
- 3.6 The primary account holder must make the secondary account holder aware that they must be the only individual accessing the website through their log in. Sharing of accounts is strictly forbidden and would compromise the integrity of their own data. In such instances, Deepening Understanding LTD will take no responsibility for the leakage of information caused by sharing of accounts.
- 3.7 It is the responsibility of the primary account holder to notify their secondary users to log out of their accounts following an active session on Discover. Saving passwords for quick access is to be discouraged. Both instances could compromise the integrity of their data. In such cases, Deepening Understanding LTD will take no responsibility for the leakage of information caused.

4. Data

- 4.1 All data stored by Deepening Understanding LTD is held on Google servers which are located within the UK.
- 4.2 We take data protection seriously and with strict data protection protocols, we will endeavour to keep your data secure and ensure it is handled in line with UK GDPR standards.
- 4.3 We will store personal data which you provide to us on registration – some of which can be found in the 'My Account' tab.
- 4.4 At any time, the business reserves the right to collect additional compulsory data from our primary users to ensure that account use falls in line with our fair use policies. This will be done through form captures following login. Examples of fields include but are not limited to the year group you currently

teach, your role within your school and the site at which are materials are being used.

- 4.5 We will archive records of payments we receive from our users and schools indefinitely.
- 4.6 We reserve the right to monitor your activity on our website, including logs of all downloaded content to prevent account misuse.
- 4.7 All activity of secondary users and how they interact with Discover assignments is logged. This allows us to generate and present data to our primary and secondary users.
- 4.8 We reserve the right to contact primary users with 'active' or recently expired subscriptions from time to time about our products and services via their email provided. It is your responsibility to unsubscribe from this service.
- 4.9 When a primary user's account has expired, it is the responsibility of the account holder to request that their account is deleted.
- 4.10 It is the responsibility of primary users to delete any secondary users' accounts which are no longer deemed necessary.

5. Conduct

- 5.1 At Deepening Understanding, to ensure fair use of our services, downloads are limited to 30 per day, with the figure capable of being revised on a case-by-case basis at the discretion of our admin team.
- 5.2 Where multiple IP addresses are logging into a single account, excessive downloads are occurring or use falls outside of your specified job role, the company has the right to suspend your account until clarification has been provided by the account holder. At which point, term 5.1 may allow you to have an additional number of downloads each day or for a temporary period.
- 5.3 The use of any resources from Deepening Understanding LTD is only permitted with a valid subscription. This is known as a *license*. If your individual or school subscription expires, you will not be permitted to store or use our materials for any future purpose. Any known breach of this term (5.3) may result in action being taken against the former account holder by the business, which includes but is not limited to charges for a full year's subscription, compensational payments or legal action.
- 5.4 Resources which you download from deepeningunderstanding.co.uk must not be changed in any way which breaches our copyright. The form of our resources must be maintained and you can claim no right to any amendments of our work, or influences you have gained from the use of our content. We

allow minor flexibility as we appreciate that many primary users like to personalise some of our teaching slides to further meet the needs of their class. Another example of this is the permission to 'Snipping Tool' tasks.

- 5.5 Primary users can only use their DU subscription, including our downloadable content and Discover, with their allocated class of pupils. Sharing resources across a year group, key stage or school is not permitted unless you have a valid role in school for example an Intervention Teacher.
- 5.6 None of our resources can be uploaded to school websites, which are accessible in the public domain. We only permit our 'Team Pass' school subscription users to place downloadable materials on secure virtual learning environments, whereby only their students can access the content. In some cases, we allow permission for resources to be emailed directly to parents – before you do this, seek permission by emailing help@deepeningunderstanding.co.uk.
- 5.7 Schools found to have our resources online without a valid school-wide subscription will be contacted and charged for a full year's subscription unless a compensational figure can be mutually agreed, reflective of the severity of the breach.
- 5.8 Any school found to have DU materials available in the public domain must remove our content in a timely manner upon request.
- 5.9 If terms 5.6 and 5.7 are breached, DU reserves the right to take legal action at the discretion of the business.
- 5.10 Users must take their own precautions to ensure that the process, which they employ for connecting to our website, does not expose them to the risk of viruses, malicious computer code or other forms of interference, which may damage their system or device. We take no responsibility for any damages which arise in connection with your use of deepeningunderstanding.co.uk.
- 5.11 When commenting on our resources and contacting DU via our live chat or contact forms, you must not act in ways which could be interpreted as being harmful, unlawful, abusive, illegal, threatening, harassing or in breach any applicable law.
- 5.12 We reserve the right to terminate the accounts of users who do not comply with our terms and conditions. In cases of termination, no refunds will be issued.
- 5.13 We also reserve the right to cancel and fully refund any subscription we believe threatens the integrity of our subscription packages for our other

users. This also includes the use of our resources by staff currently working for our competitors.

6. Content

- 6.1 All content we provide through our business and services remains the intellectual property of Deepening Understanding LTD
- 6.2 All content and resources are subject to UK-based and international copyright laws and other intellectual property rights. Legal action will be taken against any parties who breach these conditions.
- 6.3 Deepening Understanding LTD retains the right to withdraw, amend and adapt any of our downloadable resources and interactive tasks (for Discover) at any time.
- 6.4 Permission must be sought in writing for changes to our resources other than those allowances outlined in section 5.3 of our terms and conditions.
- 6.5 Occasionally, a mistake may be found within our materials. If you find an error, it is your responsibility to make this known to the business. This can be done by contacting us via our website or using help@deepeningunderstanding.co.uk. If a quality issue is present, this will be rectified in a timely manner.
- 6.6 Deepening Understanding strives to ensure that the content on our website is complete, accurate and current. Despite our best will, information on the site may be inaccurate, incomplete, or out of date from time to time.
- 6.7 During times of website maintenance or server-related issues, it is inevitable that our website and content may be unavailable for undisclosed periods of time. Where notice can be given, we will always inform our users of any 'downtime' using our social media platforms.

7. Payment

- 7.1 When you subscribe to deepeningunderstanding.co.uk, you agree to the payment terms set out by Deepening Understanding LTD and our payment provider, Stripe.
- 7.2 By making payment online, you are declaring that you are using your own credit or debit card or have sought permission from the card holder to make the transaction.
- 7.3 Subscriptions to Deepening Understanding purchased online are set up on a recurring basis. Therefore, it is your responsibility to ensure that you cancel

your subscription in 'My Account' prior to the subscription renewing. Renewals which have been processed accidentally may be refunded, providing our admin team are notified in a timely manner and our system shows no significant downloading has occurred.

- 7.4 Once a subscription is taken out by an individual or school, no refunds for each 1-year term will be offered other than in 'exceptional circumstances' in accordance with statutory consumer protection laws. You cannot resell your subscription to another individual.
- 7.5 Subscriptions purchased directly from our website will be valid for one year from purchase or from the next billing cycle. For orders via invoice, subscriptions will be valid for one year from the date of order fulfilment.
- 7.6 Invoices, for school orders, can be requested by contacting us via our contact forms or using subscriptions@deepeningunderstanding.co.uk. If you request an invoice, you are committing to the purchase of your subscription. Ensure relevant permission is gained before processing a request. At Deepening Understanding, we trust our clients to receive access to our subscriptions pending payment. If payment is not received within 28 days, access to the website can be cut until the invoice is paid in full and no compensation for the time lost on your subscription will be awarded.
- 7.7 When making a payment, via Stripe, BAC transfer or cheque, Deepening Understanding LTD will take no responsibility for any third party that may have gained unauthorised access to your data.
- 7.8 For any payment disputes, please contact us using our website contact forms or email us using help@deepeningunderstanding.co.uk, ensuring you have provided the evidence we require to investigate your claim.

8. Contacting DU

- 8.1 When you contact Deepening Understanding, we may keep on record any communication held for up to three years. This includes but is not limited to calls, emails, web-based contact forms, live chat threads and messages received across our social media platforms. This includes many third-party partners such as Google Mail, Wordpress, Facebook, Twitter and Instagram.
- 8.2 If you wish to make a complaint, you must raise this through the appropriate channel. This must be emailed to help@deepeningunderstanding.co.uk. You should include a summary of your issue and any relevant evidence to support

your claim. The business will then review your complaint and respond to you in writing within 14 business days.