



# The WHEEL OF INDEPENDENCE™ Framework



## Software as a Service Subscription Agreement

between

(1) Moor House School and College

(2) [Customer]

**Comment [OC1]:** To update on a case by case basis.

Dated

### Osborne Clarke LLP

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# The WHEEL OF INDEPENDENCE™ Framework



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This Agreement is made on \_\_\_\_\_

**Comment [OC2]:** To update as appropriate

## Between:

- (1) Moor House School and College, a charity with Registered Charity Number 311871, whose registered office is located at Mill Lane, Hurst Green, Oxted, Surrey, RH8 9AQ (the "Supplier"); and
- (2) [Customer] (the "Customer").

**Comment [OC3]:** Full name and address of customer to be inserted here on a case-by-case basis

## Background:

It is agreed as follows:

### 1. Definitions and interpretation

- 1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

**"Agreement"** means this software as a service subscription agreement, including any schedules thereto.

**"Authorised Users"** means those employees of the Customer who are authorised by the Customer to use the Services, as further described in clause 3.

**"Business Day"** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Change of Control"** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression **"change of control"** shall be construed accordingly.

**"Confidential Information"** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 12.6 or clause 12.7.

**"Customer Data"** means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

**"Data Subject"**, **"Personal Data"**, **"processing"**, **"processor"** and **"controller"** shall have the meanings set out in the GDPR.

**"Data Protection Laws"** means: (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR (including, in the UK, the Data Protection Act 2018 ("**DPA**") and (to the extent in force) the UK GDPR as defined in The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("**UK GDPR**"); (iii) any laws and regulations implementing or made pursuant to EU Directive 2002/58/EC (as amended by 2009/136/EC) (including, in the UK, the Privacy and Electronic Communications (EC Directive) Regulations 2003); and (iv) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

**"DP Regulator"** means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws.

**"Effective Date"** means the date of this Agreement.



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**"Free Trial"** means the period of 30 days immediately following the Effective Date, during which period the Customer shall be permitted to use the Services and the Software without payment.

**"Initial Subscription Term"** means the initial term of this Agreement, as described in clause 15.

**"Normal Business Hours"** means 8.00 am to 5.00 pm local UK time, each Business Day.

**"Renewal Period"** means the period described in clause 15.1.

**"Services"** means the subscription services provided by the Supplier to the Customer under this Agreement via [www.wheelofindependence.co.uk](http://www.wheelofindependence.co.uk) or any other website notified to the Customer by the Supplier from time to time, as more particularly described in Schedule 2.

**"Software"** means the online software applications provided by the Supplier as part of the Services.

**"Student Profile"** means a profile created by an Authorised User on the Software containing information in respect of a student of the Customer.

**"Subscription"** means the subscription purchased by the Customer pursuant to clause 10.1 which entitles Authorised Users to access and use the Services, accordance with this Agreement.

**"Subscription Fees"** means the subscription fees payable by the Customer on a per annum basis to the Supplier for the Subscription, as set out in of Schedule 1.

**"Subscription Term"** has the meaning given in clause 15.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

**"Subscription Tier"** means each subscription tier as described in Schedule 1.

**"Supplier Privacy Policy"** means the then-current privacy policy of the Supplier, a copy of which can be found at <https://www.moorhouse.surrey.sch.uk/wheel-of-independence>.

**"Terms of Use"** means the then current terms of use concerning Authorised Users' use of the Software, as provided by the Supplier to the Customer from time to time. The current Terms of Use at the time of the Customer's signature of this Agreement are contained in Schedule Schedule 4.

- 1.2 Clause, schedule and paragraph 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 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.



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1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

- 1.9 A reference to writing or written includes e-mail but not faxes.
- 1.10 References to clauses and Schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant Schedule to this Agreement.

### 2. Free Trial

- 2.1 The Subscription will start with the Free Trial. The Supplier shall invoice the Customer for the Subscription Fees on the first day immediately following expiry of the Free Trial, provided that the Customer has, prior to expiry of the Free Trial, provided to the Supplier all information required by the Supplier in order to invoice the Customer.
- 2.2 Should the Customer wish to continue receiving the Services, it must provide all information required by the Supplier in order to invoice the Customer prior to expiry of the Free Trial. Provision of such invoice information shall constitute confirmation by the Customer that it wishes to purchase a Subscription.
- 2.3 Upon expiry of the Free Trial, the Subscription Fees shall become due and payable in accordance with clause 10.
- 2.4 During the Free Trial, the Customer may notify the Supplier in writing that it does not wish to purchase a Subscription. Should such notification be received by the Supplier prior to the final day of the Free Trial, this Agreement shall terminate after expiry of the Free Trial and no fees will be payable by the Customer in respect of the Services received during the Free Trial.
- 2.5 In order for the cancellation notice set out in clause 2.4 above to be valid, it must be received by the Supplier at least 24 hours before expiry of the Free Trial Period.

### 3. Subscription

- 3.1 Subject to the Customer purchasing the Subscription in accordance with clause 4.5 and clause 10.1, the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sub-licences, to permit the Authorised Users to use the Services during the Subscription Term solely for the Customer's internal business operations.
- 3.2 Following notification by the Customer to the Supplier of a designated administrator from amongst its Authorised Users (which notification shall be provided prior to the commencement of the Free Trial), the Supplier shall set up an administrator account for that Authorised User. The administrator shall be permitted to set up accounts for further Authorised Users.
- 3.3 In relation to the entry of Customer Data, the Customer undertakes that:
- (a) it will not allow or suffer any Subscription to be used by any person that is not an Authorised User;
  - (b) it will only use the "Google Chrome" web browser developed by Google, Inc. to access the Software;
  - (c) each Authorised User shall keep a secure password for his or her use of the Services, that such password shall be changed frequently, in-line with the Customer's relevant policy, and each Authorised User shall keep his/her password confidential;
- 3.4 The Customer shall not:



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(a) except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties and except to the extent expressly permitted under this Agreement:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services in order to build a product or service which competes with the Services; or
  - (c) use the Services to provide services to third parties; or
  - (d) use the Services in a manner that may affect the Supplier's reputation, goodwill or standing; or
  - (e) subject to clause 23.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised Users, or
  - (f) attempt to obtain, or assist third parties in obtaining, access to the Services, other than as provided under this clause 3; and

3.5 The Customer shall use best endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify the Supplier.

3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

#### 4. **Additional Student Profiles**

4.1 The Customer shall make and maintain a record of the number of Student Profiles it has created.

4.2 Subject to clause 4.4 and clause 4.5, the Customer may, from time to time during any Subscription Term, purchase a higher Subscription Tier to enable it to create Student Profiles in excess of the number permitted under its then current Subscription Tier, as set out in Schedule 1, and the Supplier shall grant access to the Services in respect of such additional Student Profiles in accordance with the provisions of this Agreement.

4.3 If, at any time whilst using the Services, the Customer exceeds, in respect of data entries for its use of the Services, the permitted number of Student Profiles under the relevant Subscription Tier, the Customer shall be deemed to have purchased the relevant higher Subscription Tier and shall immediately become liable to pay the difference in cost between the Customer's previous Subscription Tier and the Customer's new Subscription Tier, and the Supplier shall send an invoice to this effect to the Customer within a reasonable time.

4.4 The Customer shall use reasonable endeavours to notify the Supplier by email prior to exceeding the number of Student Profiles permitted under its Subscription Tier.

4.5 The Customer shall, within 30 days of the date of any invoice issued by the Supplier pursuant to this clause 4, pay to the Supplier the relevant additional fees for such higher Subscription Tier as set out in Schedule 1 and, if such additional Subscriptions are purchased by the



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Customer part way through the Initial Subscription Term or any Renewal Period (as applicable), such fees shall be prorated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

### 5. Services

- 5.1 The Supplier shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.
- 5.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
  - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 5.3 The Supplier shall, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours. Such support services shall be limited to:
- (a) provision of a web page displaying the answers to frequently asked questions in respect of the Software and online video tutorials at <https://www.moorhouse.surrey.sch.uk/wheel-of-independence-faq>; and
  - (b) email support. Customer shall send any email enquiries to [wiiinfo@moorhouseschool.co.uk](mailto:wiiinfo@moorhouseschool.co.uk). Supplier shall use its reasonable endeavours to respond to email enquiries received at this email address within a) 2 Business Days or b) within a reasonable time where the email enquiry is received during a school holiday (as such term applies to the Supplier).

### 6. Customer Data

- 6.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 6.2 The Supplier shall follow its archiving procedures for Customer Data as detailed to the Customer upon request. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).
- 6.3 The Supplier shall, in providing the Services, comply with the Supplier Privacy Policy relating to the privacy and security of the Customer Data or as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 6.4 The Supplier may use the Customer Data to carry out research and testing on the effectiveness of the Services.



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## 7. Data Protection

The parties shall comply with the provisions and obligations imposed on them by the Data Protection Laws at all times when processing Personal Data in connection with this Agreement, which processing shall be in respect of the types of Personal Data, categories of Data Subjects, nature and purposes, and duration, set out in Schedule 3.

- 7.1 Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Laws, and shall make such information available to any DP Regulator on request.
- 7.2 The data controller shall:
- (a) ensure that any instructions it issues to the data processor shall comply with the Data Protection Laws; and
  - (b) have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which the data controller acquired Personal Data shall establish the legal basis for processing under Data Protection Laws, including providing all notices and obtaining all consents as may be required under Data Protection Laws in order for the data processor to process the Personal Data as otherwise contemplated by this Agreement.
- 7.3 To the extent the Supplier receives from, or processes any Personal Data on behalf of, the Customer, the Supplier shall:
- (a) process such Personal Data (i) only in accordance with the Customer's written instructions from time to time (including those set out in this Agreement) provided such instructions are lawful and unless it is otherwise required by applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, the Supplier shall notify the Customer of the relevant legal requirement before processing the Personal Data), and (ii) only for the duration of this Agreement;
  - (b) take commercially reasonable steps to ensure its personnel who are authorised to have access to such Personal Data, and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing such Personal Data;
  - (c) taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the Processing, implement technical and organisational measures and procedures to ensure an level of security for such Personal Data appropriate to the risk, including the risks of accidental, unlawful or unauthorised destruction, loss, alteration, disclosure, dissemination or access;
  - (d) unless the transfer is based on an "adequacy decision", is otherwise "subject to appropriate safeguards" or if a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, not transfer, access or process such Personal Data outside the European Union without the prior written consent of the Customer (not to be unreasonably withheld or delayed), unless such transfer is to the Customer or an Authorised User;
  - (e) inform the Customer without undue delay upon becoming aware of any such Personal Data (while within the Supplier's or its subcontractors' or affiliates' possession or control) being subject to a personal data breach (as defined in Article 4 of GDPR);
  - (f) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the Customer or as expressly provided for in this Agreement;





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- (g) except for Personal Data of which the data processor is also a data controller and except as required by law or in order to defend any actual or possible legal claims, as the Customer so directs, take reasonable steps to return or irretrievably delete all Personal Data on termination or expiry of this Agreement, and not make any further use of such Personal Data;
- (h) provide to the Customer and any DP Regulator all information and assistance reasonably necessary to demonstrate or ensure compliance with the obligations in this clause 7 and/or the Data Protection Laws;
- (i) permit the Customer or its representatives to access any relevant premises, personnel or records of the Supplier on reasonable notice to audit and otherwise verify compliance with this clause 7, subject to the following requirements:
- (i) the Customer may perform such audits no more than once per year or more frequently if required by Data Protection Laws;
  - (ii) the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to the Supplier before the audit;
  - (iii) audits must be conducted during regular business hours, subject to the Supplier's policies, and may not unreasonably interfere with the Supplier's business activities;
  - (iv) the Customer must provide the Supplier with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Laws and/or confirming compliance with the requirements of this clause 7. The audit reports shall be confidential;
  - (v) to request an audit, the Customer must first submit a detailed audit plan to the Supplier at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration and start date of the audit. The Supplier will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise the Supplier's confidentiality obligations or its security, privacy, employment or other relevant policies). The Supplier will work cooperatively with the Customer to agree a final audit plan;
  - (vi) nothing in this clause 17.5(d)(vii) shall require the Supplier to breach any duties of confidentiality owed to any of its clients, employees or Third Party Providers; and
  - (vii) all audits are at the Customer's sole cost and expense;
- (j) take such steps as are reasonably required to assist the Customer in ensuring compliance with its obligations under Articles 30 to 36 (inclusive) of GDPR;
- (k) notify the Customer as soon as reasonably practicable if it receives a request from a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data; and
- (l) provide the Customer with reasonable co-operation and assistance in relation to any request made by a Data Subject to exercise its rights under the Data Protection Laws in relation to that person's Personal Data provided that the Customer shall be responsible for the Supplier's costs and expenses arising from such co-operation and assistance.



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7.4 If either party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, it shall as soon as reasonably practicable notify the other party and it shall provide the other party with commercially reasonable co-operation and assistance in relation to any such complaint, notice or communication.

7.5 The Supplier shall not engage Third Party Providers including any advisers, contractors, or auditors to Process Personal Data.

7.6 Where Personal Data is Processed by the Supplier under or in connection with this Agreement on behalf of the Customer as the data controller, the Customer agrees that the Supplier may disclose the Personal Data to the Supplier's employees, sub-contractors (including Third Party Providers), agents, Affiliates and Affiliate employees as the Supplier reasonably considers necessary for the performance of its obligations under this Agreement, for compliance with applicable law and is required to defend any actual or possible legal claims. The Supplier shall take reasonable steps to ensure the reliability of any person who has access to the Personal Data and ensure that such persons are aware of the Supplier's obligations under this Agreement.

7.7 The Customer shall, prior to inputting any Personal Data in respect of its pupils, students or clients into the Software, provide a copy of the Supplier Privacy Policy to all Data Subjects in respect of whom the Customer inputs Personal Data into the Software.

### 8. **Supplier's obligations**

8.1 The Supplier undertakes that the Services will be performed with reasonable skill and care.

8.2 The undertaking at clause 8.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the undertaking at clause 8.1, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 8.1. Notwithstanding the foregoing, the Supplier:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services or the information obtained by the Customer through the Services will meet the Customer'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 Customer acknowledges that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.3 This Agreement shall not prevent the Supplier 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.

8.4 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

### 9. **Customer's obligations**

9.1 The Customer shall:



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- (a) provide the Supplier with:
- (i) all necessary co-operation in relation to this Agreement; and
  - (ii) all necessary access to such information, including but not limited to the Customer's IP address, as may be required by the Supplier,
- in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
  - (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - (d) ensure that the Authorised Users use the Services in accordance with the terms and conditions of this Agreement, and shall be responsible for any Authorised User's breach of this Agreement;
  - (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
  - (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
  - (g) be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 9.2 The Customer shall ensure that all Authorised Users are provided with and sign up to the Terms of Use prior to such Authorised User's use of the Services. The Customer shall ensure that all Authorised Users comply with the Terms of Use.
- 9.3 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with an Authorised User's failure to comply with the Terms of Use.
- 10. Charges and payment**
- 10.1 The Customer shall pay the Subscription Fees to the Supplier for the Subscriptions in accordance with this clause 10 and Schedule 1.
- (a) The Supplier shall invoice the Customer:
- (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
  - (ii) subject to clause 15.1, at least 30 days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,



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and the Customer shall pay each invoice by BACS using the account details as notified to the Customer by the Supplier from time to time within 30 days after the date of such invoice.

- 10.2 If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier, the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 10.3 All amounts and fees stated or referred to in this Agreement:
- (a) shall be payable in pounds sterling;
  - (b) are, subject to clause 14.3(b), non-cancellable and non-refundable;
  - (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 10.4 The Supplier shall be entitled to increase the Subscription Fees in respect of any one or several Subscription Tier(s) at the start of each Renewal Period upon 90 days' prior notice to the Customer and Schedule 1 shall be deemed to have been amended accordingly.

### 11. Proprietary rights

- 11.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services.
- 11.2 The Customer shall, when quoting the website from which the Services are provided, quote the name of the website in the following format: "WHEEL OF INDEPENDENCE™ Framework"
- 11.3 The Supplier confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

### 12. Confidentiality

- 12.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
  - (b) was in the other party's lawful possession before the disclosure;
  - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 12.2 Subject to clause 12.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the



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other's Confidential Information for any purpose other than the implementation of this Agreement.

- 12.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 12.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 12.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 12.6 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
- 12.7 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
- 12.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 12.9 The above provisions of this clause 12 shall survive termination of this Agreement, howsoever arising.
13. **Indemnity**
- 13.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services.
- 13.2 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services by anyone other than the Supplier; or
  - (b) the Customer's use of the Services in a manner contrary to the instructions given to the Customer by the Supplier; or
  - (c) the Customer's use of the Services after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
14. **Limitation of liability**
- 14.1 Except as expressly and specifically provided in this Agreement:
- (a) the Customer assumes sole responsibility for results obtained from the use of the Services by the Customer, and for conclusions drawn from such use. The Supplier



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shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer'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 Services are provided to the Customer on an "as is" basis.

14.2 Nothing in this Agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

14.3 Subject to clause 14.1 and clause 14.2:

- (a) the Supplier 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) the Supplier's 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 the total Subscription Fees paid for the Subscriptions during the 12 months immediately preceding the date on which the claim arose.

### 15. Term and termination

15.1 This Agreement shall, unless otherwise terminated as provided in this clause 15, commence on the Effective Date and shall continue for the a period of 12 months (the "**Initial Subscription Term**") unless terminated earlier in accordance with its terms. Upon expiry of the Initial Subscription Term, this Agreement shall be automatically renewed for successive terms of 12 months (each a "**Renewal Period**"), unless:

- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- (b) otherwise terminated in accordance with the provisions of this Agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

15.2 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;



## The WHEEL OF INDEPENDENCE™ Framework



- (b) the Customer commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; or
- (c) the Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

15.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- (a) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- (b) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
- (e) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (g) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.3(a) to clause 15.3(f) (inclusive); or
- (i) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.4 On termination of this Agreement for any reason:

- (a) all licences granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services;
- (b) each party shall return and make no further use of any equipment, property and other items (and all copies of them) belonging to the other party;



## The WHEEL OF INDEPENDENCE™ Framework



- (c) the Supplier may destroy, delete or otherwise dispose of any of the Customer Data in its possession, unless the Supplier receives, no later than ten (10) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
- (d) 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.

### 16. **Force majeure**

The Supplier shall have no liability to the Customer 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 the Supplier 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, provided that the Customer is notified of such an event and its expected duration.

### 17. **Conflict**

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

### 18. **Variation**

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

### 19. **Waiver**

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.

### 20. **Rights and remedies**

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### 21. **Severance**

- 21.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.





## The WHEEL OF INDEPENDENCE™ Framework



21.2 If any provision or part-provision of this Agreement is deemed deleted under clause 21.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

### 22. Entire agreement

- 22.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.2 Each party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 22.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 22.4 Nothing in this clause shall limit or exclude any liability for fraud.

### 23. Assignment

- 23.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 23.2 The Supplier 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. No partnership or agency

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).

### 25. Third party rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

### 26. Notices

- 26.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this Agreement.
- 26.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender).



## The WHEEL OF INDEPENDENCE™ Framework

### 27. **Governing law**

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.

### 28. **Jurisdiction**

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).

**This Agreement** has been entered into on the date stated at the beginning of it.





# The WHEEL OF INDEPENDENCE™ Framework



## Schedule 1

### Subscription Fees

#### 1. Subscription Fees

The Subscription Fees shall amount to a total of:

Subscription Tier	Number of Student Profiles permitted on the WHEEL OF INDEPENDENCE™ Framework	Yearly Subscription Fee	Price per student <i>*plus £50 admin fee</i>
1	up to 20	£350.00	£15
2	up to 50	£675.00	£12.50
3	up to 100	£1,050.00	£10
4	Up to 150	£1,300.00	£8
5	Up to 200	£1,450.00	£7
6	Site license	£2,500.00	unlimited

#### 2. Additional Subscription Fees

Additional Subscriptions may be purchased by the Customer in accordance with clause 4 at the amounts stated in the table at 1, above.

#### 3. Training Fees

Training to improve the Customer's outcomes in its use of the Services can be provided by the Supplier upon request. Customer should contact [woiinfo@moorhouseschool.co.uk](mailto:woiinfo@moorhouseschool.co.uk) to discuss.



# The WHEEL OF INDEPENDENCE™ Framework

## Schedule 2

### The Services

Services:

Ability for the customer to:

1. Create individual student profiles;
2. Create individual reports to track yearly progress;
3. Utilise hierarchy of skills areas to follow and progress through;
4. Download individualised target sheets;
5. Edit and update student information;
6. Download Reports on group/cohort overall progress;
7. Download executive functional document to show next steps and further input;
8. Download raw data in Excel format; and
9. Download individual progress reports and group reports.





# The WHEEL OF INDEPENDENCE™ Framework

## Schedule 3

### Processing, Personal Data and Data Subjects



The Personal Data processing activities carried out by the Supplier under this Agreement may be described as follows:

1. Subject matter of processing

The WHEEL OF INDEPENDENCE™ Framework enables customers to enter, store, and retrieve data on a student's current level and progress in respect of their independence. This information is stored on the Supplier's server. The Customer can look at individual and group data to gather an overview of the progress made by a cohort or whole school/college. The Supplier will also use the Personal Data in order to aggregate the Personal Data to evaluate and improve the tool and for benchmarking purposes.

2. Nature and purpose of processing

The purpose of the WHEEL OF INDEPENDENCE™ Framework is to store data in a manner which is easily accessible and interpretable, such as individual reporting and target sheets, to enable customers to track their students' progress in respect of their level of independence. The data is entered by the Customer on the tool, stored on the Supplier's servers, and structured in a way so as to make it easily interpretable for the Customer. The Customer can retrieve its full data (and not any other customer's data).

The Supplier can retrieve an anonymised aggregated data set. This will enable the Supplier to evaluate and improve the tool, track the average progress through the tool and thus progress towards independent living. All Personal Data processed will be aggregated and may be split to demonstrate progress made within different groups such as male/female; day/residential, pupil premium/no pupil premium. For the purposes of aggregation, the Personal Data will be anonymised during the aggregation process, such that neither the Supplier, nor any other person looking at the aggregated data, would be able to identify an individual from the aggregated data. Individual organisations will never be named within research without permission from the relevant organisation.

The Personal Data shall, unless deleted prior owing to a data subject exercising their right to be forgotten, be erased within three (3) years from the date on which the Customer deletes its account, so that the Customer may re-activate its account without having lost all their pupils' data.

3. Categories of Personal Data

- Name, surname
- Date of birth
- Pupil's entitlement to pupil premium (e.g. for free school meals)
- Gender
- Notes on each pupil's progress in respect of independence in the following areas:
  - meal preparation;
  - time management;



## The WHEEL OF INDEPENDENCE™ Framework



- leisure;
  - self-care;
  - house-keeping;
  - Laundry;
  - Food shopping; and
  - Money skills.
4. Categories of data subjects
- The data collected is about the students/clients of the Customer in respect of whom data is inputted by the Customer into the WHEEL OF INDEPENDENCE™ framework.
5. Duration
- Personal Data will be processed for the duration of this Agreement and for 3 years following termination of the Customer's subscription, unless the Customer requests that the Supplier deletes its Personal Data prior to this date.



# The WHEEL OF INDEPENDENCE™ Framework

## Schedule 4



### Wheel of Independence™

#### Service Terms of Use

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE WHEEL OF INDEPENDENCE**

#### 1. WHAT'S IN THESE TERMS?

These terms of use (the **"terms"**) tell you the rules for using the WHEEL OF INDEPENDENCE™ Framework located at <http://www.wheelofindependence.co.uk/> (the **"Service"**).

#### 2. WHO WE ARE AND HOW TO CONTACT US

2.1 The Service is operated by Moor House School & College (**"We"** or **"Us"**). We are a charity registered in England and Wales under registered number 311871 and have our registered office at Moor House School & College, Mill Lane, Hurst Green, Oxted, Surrey, RH8 9AQ.

2.2 We are regulated by the Charity Commission.

2.3 To contact us, please email [woiinfo@moorhouseschool.co.uk](mailto:woiinfo@moorhouseschool.co.uk) or telephone 01883 712271.

#### 3. BY USING THE WEBSITE YOU ACCEPT THESE TERMS

By using our Service, you confirm that you accept these terms and that you agree to comply with them. If you do not agree to these terms, you must not use the Service. We recommend that you keep a copy of these terms for future reference.

#### 4. THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms refer to our Privacy Policy, which also applies to your use of the Service. You can find a copy of our Privacy Policy at <https://www.moorhouse.surrey.sch.uk/wheel-of-independence>

#### 5. WE MAY MAKE CHANGES TO THESE TERMS

We may amend these terms from time to time. We will provide your employer with a copy of the new terms each time we update them. It is your employer's responsibility to ensure that you have read and understood these terms. These terms were most recently updated on 26<sup>th</sup> June 2019.

#### 6. WE MAY MAKE CHANGES TO THE WEBSITE

We reserve the right to change, modify, substitute or remove without notice any information on the Service from time to time.

#### 7. WE MAY SUSPEND OR WITHDRAW THE WEBSITE

We will endeavour to allow uninterrupted access to the Service, but access to the Service may be suspended, restricted or terminated at any time.

#### 8. THE WEBSITE IS ONLY FOR USERS IN THE UK



## The WHEEL OF INDEPENDENCE™ Framework



The Service is directed at people residing in the United Kingdom. We do not represent that content available on or through the Service is appropriate for use or available in other locations.

### 9. YOU MUST KEEP YOUR ACCOUNT DETAILS AND PERSONAL DATA SAFE

- 9.1 On registering with us, you are issued with a user name and password which must be used in order to access certain restricted parts of the Service. The user name and password are personal to you and are not transferable, i.e. you must not give your username or password to anyone. You warrant that you will not permit any person to access or use the Platform using Your login or identification details
- 9.2 Your user name and password are the methods used by us to identify you and so are very important. You are responsible for all information posted on the Service by anyone using your user name and password and any payments due for services accessed through the Service by anyone using your user name and password. Any breach of security of a user name and password should be notified to us immediately.
- 9.3 You may not adapt or circumvent the systems in place in connection with the Service, nor access the Service other than through normal operations.
- 9.4 You must ensure that you employ appropriate safeguards and measure to ensure that all personal data that you use during your use of the Service is kept safe. We accept no liability for loss of any personal data that has been input during your use of the Service.

### 10. HOW YOU MAY USE MATERIAL ON THE WEBSITE

- 10.1 You must only use the "Google Chrome" web browser developed by Google, Inc. to access and use the Service.
- 10.2 The copyright in the material contained in the Service, together with the website design, text and graphics, and their selection and arrangement, and all software compilations, underlying source code and software (including applets) belongs to Moor House School & College or the providers of such information. You are granted a limited, exclusive licence to use the Service and the material contained in the Service.
- 10.3 You must not: (i) sell, sublicense, distribute, display, store, copy, modify, decompile or disassemble, reverse engineer, translate or transfer this Service or the materials on it in whole or in part, or as a component of any other product or service; (ii) use this Service or the materials on it to create any derivative works or competitive products; (iii) allow any third parties to access, use or benefit from the Service or materials on it in any way; (iv) use any programmatic, scripted or other mechanical means to access the Service or the materials on it; or (v) download to any device including a mobile device more than two (2) chapters of a book or the narrative chapters of a looseleaf work.
- 10.4 WHEEL OF INDEPENDENCE™ is a trademark of Moor House School & College. Other product and company names mentioned on this Service may be the trademarks or registered trademarks of their respective owners.
- 10.5 You shall retain ownership of all copyright in data you submit to the Service. You grant us a world-wide, exclusive, royalty-free, non-terminable licence to use, copy, distribute, publish and transmit such data in any manner, provided that such data is not personal data.

### 11. DO NOT RELY ON INFORMATION ON THIS WEBSITE

- 11.1 The content on the Service is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Service.





## The WHEEL OF INDEPENDENCE™ Framework



11.2 Although we make reasonable efforts to update the information on the Service, we make no representations, warranties or guarantees, whether express or implied, that the content on the Service is accurate, complete or up to date.

### 12. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 12.1 We use reasonable endeavours to ensure that the data on the Service is accurate and to correct any errors or omissions as soon as practicable after being notified of them. To the extent permitted by applicable law, we disclaim all warranties and representations (whether express or implied) as to the accuracy of any information contained on the Service. We do not guarantee that the Service will be fault free and do not accept liability for any errors or omissions.
- 12.2 Due to the nature of electronic transmission of data over the internet, and the number of users by whom data is posted on to the Service, any liability we may have for any losses or claims arising from an inability to access the Service, or from any use of the Service or reliance on the data transmitted using the Service, is excluded to the fullest extent permissible by law. In no event shall we be liable for any indirect loss, consequential loss, loss of profit, data, revenue, business opportunity, anticipated savings, goodwill or reputation whether in contract, tort or otherwise arising out of or in connection with this Agreement or use of the Service save where such liability cannot be excluded by law.
- 12.3 We do not give any warranty that the Service is free from viruses or anything else which may have a harmful effect on any technology.

### 13. GENERAL DISCLAIMER

- 13.1 All warranties, conditions and other terms implied by statute or common law are excluded to the maximum extent permitted by applicable laws. Unless expressly provided, this Service and the information and services available on it ("Service") is delivered "as is" without warranty of any kind. We do not warrant or represent that the Service (or the information, material or services supplied to us on which all or part of the Service depends) will be delivered free of any inaccuracies, interruptions, delays, omissions or errors ("Faults"), or that all Faults will be corrected. We shall not be liable for any loss, damage or cost resulting from any such Faults. You assume sole responsibility and entire risk as to the suitability and results obtained from use of the Service, and any decisions made or actions taken based on the information contained in or generated by the Service. You are solely responsible for the preparation, content, accuracy and review of any documents, data, or output prepared or resulting from the use of the Services. In no event shall We or our third party providers be liable for any penalties, interest or taxes assessed by any governmental or regulatory authority.

### 14. DATA PROTECTION

We will only use your personal information as set out in our Privacy Policy, a copy of which can be found at <https://www.moorhouse.surrey.sch.uk/wheel-of-independence>.

### 15. DATA SUBMITTED BY USERS

- 15.1 We accept no liability for data supplied by any user for display on the Service and the limitations in condition 12, above, apply.
- 15.2 If you submit data on the Service you are responsible for ensuring that the data is accurate, complete and up to date and for updating that data where necessary.
- 15.3 If you submit data on the Service you are responsible for ensuring that no data is uploaded or submitted which is untrue, defamatory, obscene or abusive or otherwise objectionable or in breach of any applicable laws or rights of third parties.



## The WHEEL OF INDEPENDENCE™ Framework



- 15.4 You warrant that you have taken all reasonable precautions to ensure that any data you upload or otherwise submit to the Service is free from viruses and anything else which may have a contaminating or destructive effect on any part of the Service or any other technology.
- 15.5 You warrant and undertake that you have all necessary permissions and consents, in compliance with any statute, industry rules or regulatory requirements applicable to you, to access and use the Service.
- 15.6 We reserve the right (without limiting our rights to seek other remedies) to remove offending material placed on the Service that we consider to constitute a misuse of the Service or which is otherwise harmful to other persons.
- 15.7 You will indemnify us for any claim or loss (including without limitation, economic loss) suffered by us arising out of your failure to observe any of the terms of this condition 15.
- 16. WE ARE NOT RESPONSIBLE FOR VIRUSES AND YOU MUST NOT INTRODUCE THEM**
- 16.1 We do not guarantee that the Service will be secure or free from bugs or viruses.
- 16.2 You are responsible for configuring your information technology, computer programmes and platform to access the Service. You should use your own virus protection software.
- 16.3 You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which the Service is stored or any server, computer or database connected to the Service. You must not attack the Service via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Service will cease immediately.
- 17. RULES ABOUT LINKING TO THE WEBSITE**
- 17.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 17.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 17.3 You must not establish a link to the Service in any website that is not owned by you.
- 17.4 The Service must not be framed on any other site, nor may you create a link to any part of the Service other than the home page.
- 17.5 We reserve the right to withdraw linking permission without notice.
- 18. WHICH COUNTRY'S LAWS APPLY TO ANY DISPUTES?**
- 18.1 These terms of use shall be governed by and construed in accordance with English law.
- 18.2 Any disputes shall be subject to the exclusive jurisdiction of the English courts, to which both parties submit.



# The WHEEL OF INDEPENDENCE™ Framework



Name of Authorised User: \_\_\_\_\_

Signature: .....



# The WHEEL OF INDEPENDENCE™ Framework

## Signature page



Signed by *[full name of the charity trustee signing]* )  
for and on behalf )  
of **Moor House School** )

.....  
Charity Trustee

Signed by \_\_\_\_\_ )  
for and on behalf )  
*[name of Customer]* )

.....  
[Charity Trustee] [Authorised signatory]

**Comment [OC4]:** Where the counterparty is also a charity, this signature block should mirror the signature block we have included for Moor House

**Comment [OC5]:** To delete as appropriate