

Subscription Terms and Conditions

The following explains the terms and condition for our educational materials subscription. Your subscription is subject to you agreeing to these terms.

1. **Definitions:**

In these terms and conditions:

"**Eligible Body**" means a school or other educational institution;

"**Fee**" means the fee for a Subscription as set out on the Portal at the time your Order is placed;

"**Order**" means your order placed through, and in accordance with the requirements of, the Portal or as otherwise agreed by us;

"**Portal**" means the online hosted portal which can be accessed at <http://www.pfeg.org/user/login?destination=subscription-services/check>

"**Subscription**" means your agreement with us as set out in these terms and conditions and the Order;

"**Subscription Materials**" means any materials or content that are made available to you through the Portal, including, without limit, any lesson plans;

"**we**" / "**our**" / "**us**" means Young Enterprise, registered charity number 313697; and

"**you**" / "**your**" means our customer, the Eligible Body as set out in the Order.

2. **Eligibility:**

2.1 Subscriptions in accordance with these terms and conditions are only available to Eligible Bodies. By entering into a Subscription you are confirming that you are an Eligible Body. If you are not an Eligible Body and wish to enter into a Subscription please contact us.

2.2 If you are an individual within an Eligible Body, by placing an Order you agree that you are doing so on behalf of your Eligible Body and not in your personal capacity.

3. **Ordering Process:**

3.1 You can place an Order by registering on our website at www.pfeg.org which will give you access to the Portal.

3.2 Unless we agree that you may pay by a different method, payment of the Fee must be made by PayPal at the time you place your Order.

3.3 By placing an Order with us, you are just making an offer to enter into a Subscription. Your Subscription will not actually take effect until we have accepted your Order, by either:

- confirming to you in writing that we have accepted your Order and payment of the Fee has been received; or

- making the Subscription Materials available to you on our Portal.

4. Your Subscription:

- 4.1 Your Subscription shall last for one (1) year from the date on which we first make the Subscription Materials available to you on the Portal, following which your Subscription shall automatically terminate.
- 4.2 You will be required to place a further Order and pay a further Fee in accordance with these terms and conditions if you wish to renew your Subscription.
- 4.3 If you are not satisfied with your Subscription at any time please [contact us](mailto:info@pfeg.org) at info@pfeg.org.

5. Accessibility:

- 5.1 We will try to make the Portal and Subscription Materials available 24 hours a day but we cannot guarantee that they will be.
- 5.2 We may also need to suspend access to the Portal and Subscription Materials from time to time to perform maintenance and we will not be liable for any such downtime.
- 5.3 You are responsible for ensuring that you have the necessary computer systems to access our Portal and Subscriptions, including any necessary software licences.

6. Subscription Materials:

- 6.1 You are permitted to access the Portal and use, copy, save, print, display, modify and re-produce the Subscription Materials for educational and non-commercial purposes within your Eligible Body.
- 6.2 When using copying, saving, printing, displaying, modifying and/or re-producing the Subscription Materials you must ensure that Young Enterprise is attributed and you must not deface or cover-up any logos, names, copyright symbols or identifying markings on the Subscription Materials.
- 6.3 You are not permitted to:
- use the Subscription Materials for any commercial purpose;
 - distribute the Subscription Materials or make the Subscription Materials available to any other Eligible Body or other third party, or permit any other Eligible Body or other third party to access the Subscription Materials; or
 - use the Subscription Materials other than in accordance with any other written instructions which we may issue from time to time,

and you must, upon request from us, confirm in writing that you are complying with the provisions of these terms and conditions,

- 6.4 We will try to ensure that the Subscription Materials are accurate and up-to-date (and will look to update them twice a year) but we shall not be held responsible for any omissions or

for any inaccurate information within the Subscription Materials. You acknowledge that you use the Subscription Materials at your own risk and you are responsible for ensuring that they are suitable for the purposes for which you intend them. The Subscription Materials shall not constitute financial advice.

6.5 Where the Subscription Materials contain links or references to third party sites, tools materials or content you acknowledge that we are not responsible for such sites, tools, materials or content.

7. Rights in the Materials:

Other than as set out in these terms and conditions, you shall not obtain any rights in or to the Subscription Materials. For the avoidance of doubt, all intellectual property rights in the Subscription Materials shall remain vested in Young Enterprise and its licensors.

8. Termination and Suspension:

8.1 We are entitled to immediately suspend or terminate your Subscription if we have reason to believe that you:

- are not, or are no longer, an Eligible Body; or
- have breached these terms and conditions or you are using the Subscription Materials, or permitting the Subscription Materials to be used, in a way which is in breach of these terms and conditions.

8.2 We will provide you with notice where we suspend or terminate your Subscription as soon as reasonably possible following taking such action, together with an explanation as to the reason why.

8.3 Upon the termination or suspension of your Subscription for any reason your access to and right to use, and licences in respect of, the Portal and Subscription Materials as set out in these terms and conditions shall immediately cease.

9. Our Liabilities - PLEASE READ THIS SECTION CAREFULLY:

9.1 We shall not be liable whether in contract, tort (including negligence), breach of statutory duty or otherwise howsoever arising for any indirect loss in connection with a Subscription.

9.2 Our total aggregate liability for any and all loss or claim arising under or in connection with a Subscription, whether in contract, tort (including negligence) breach of statutory duty or otherwise howsoever arising shall in no circumstances exceed the Fee.

9.3 All terms, conditions and warranties implied by law are excluded to the fullest extent allowed by law.

9.4 Nothing in these terms and conditions exclude our liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.

10. **Changes:**

We may update these terms and conditions from time to time by notifying you of the applicable changes which we may do through the Portal. Your continued use of the Portal or Subscription Materials will be deemed to be your confirmation of acceptance of any such changes.

11. **Notices:**

If we are giving notice to you under these terms and condition, then we can do this by email. If we are giving you notice by email, we can send this to the email address which you have given on or in connection with your Order. Notices sent by email will be automatically deemed to have been delivered on the day of sending if sent before 5.00 p.m. on a business day, otherwise at 10.00 am on the next business day.

12. **General:**

12.1 We will not be liable or responsible for any kind of non-performance or delay in performance of these terms and conditions if this is due to circumstances that are beyond our reasonable control.

12.2 Your Subscription is the entire agreement between you and us and supersedes any previous agreement between us in relation to the same. You recognise that you have not relied on any statement, promise or representation made or given by us or on our behalf which is not set out in these terms and conditions.

12.3 No third party will have any rights under your Subscription.

12.4 Your Subscription is specific to your Eligible Body and so you cannot assign, sub-contract or otherwise transfer your Subscription or any rights or obligations under it without our written permission. We can however assign, sub-contract or otherwise transfer your Subscription or any rights or obligations under it without your permission.

12.5 If any provision of these terms and conditions are found to be invalid or unenforceable for any reason, then the other provisions of these terms and conditions shall be unaffected as if the invalid or unenforceable part did not exist.

12.6 If we fail to exercise any of our rights or remedies, or if we only exercise any right or remedy in part, this shall not be a waiver of that or any other right or remedy and it shall not prevent or restrict us from further exercising that or any other right or remedy.

12.7 Your Subscription and any disputes which arise out it shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.