

Dr Frost

Terms and Conditions of Our Service

Dr. Frost Learning - Clear, comprehensive terms for our educational services

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Terms And Conditions Of Our Service

 These terms may have changed since you last reviewed them

Where to find information about us and our services

You can find everything you need to know about us, Dr. Frost Learning, and our services on our website www.drfrost.org before you purchase the subscription for our services ("Subscription"). Although some of our services are free to use, we offer a periodic subscription allowing certain additional rights of access to users.

You can view the most current version of these Terms and Conditions of Service online at <https://www.drfrost.org/service-terms>

We do not give business customers all the same rights as consumers

For example, business customers cannot cancel their orders, they have different rights where there is a problem with a service and we do not compensate them in the same way for losses caused by us or our services. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are a school or are buying services wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer this is our entire agreement with you in relation to your purchase.

You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation based on any statement in this agreement. However, your use of the Subscription and other services that we offer for free shall be subject to our [Website Terms of Use](https://www.drfrost.org/website-terms) (<https://www.drfrost.org/website-terms>).

Limited Access

We offer limited access ("**Limited Access**") to the Site and some of our services are free to use no matter what. Limited Access does not include:

- the ability for you to create or manage class or student accounts or create and use custom worksheets;
- online task-setting or homework features;
- student performance tracking and analytics;
- auto-marking functionality.

However, you may always purchase a paid Subscription or alternatively, if you are a new school user, you may enroll in a free trial as a new school user.

Free Trial

New school users can enrol in a 60-day free trial of the Subscription with full access to the services on our Site ("**Free Trial**"). The Free Trial remains subject to the terms and conditions set out herein as well as our terms of use, with the following exceptions:

- provisions dealing with payments, VAT or refunds
- limitation of liability to consumers (as consumers are not entitled to the Free Trial)
- the limitation of liability we have to businesses (or schools) shall be limited to the value of the Free Trial.

At the end of the Free Trial, you may either upgrade to a paid Subscription, or you will automatically be given Limited Access to the Site. When you upgrade, we will create an invoice immediately. However, your annual Subscription period will start from the last day of your Free Trial, notwithstanding the date of invoice or payment. Payment will be made in accordance with these terms and conditions, and if you do not pay within the relevant timescales, your access to the Site will revert to Limited Access.

When you purchase a Subscription, you receive a limited license for use at your school.

If you are a school, then any teachers employed by you, or students enrolled in the school, will be considered authorised users, and if you are a tutor, then your pupils may also be considered an authorised user (together, "**Authorised Users**"). With each Subscription, we grant a non-exclusive, non-transferable right and licence, without the right to grant sublicenses, to permit Authorised Users to use the services solely for your internal educational operations. You shall ensure that all Authorised Users comply with the [Website Terms of Use](https://www.drfrost.org/website-terms) (<https://www.drfrost.org/website-terms>). If you permit any other individuals who are not Authorised Users to access the services, including other schools, educational institutions or teachers not employed by you, then this will be considered a breach of these terms and your access may be suspended. A Subscription does not entitle you to share access to other schools, even if they are within the same network or school group.

We only accept orders when we have checked them

We or our authorised third parties will contact you via email to confirm we have received your order and to confirm we have accepted it.

Services may differ from videos or photos

Some elements of our services may not exactly match what is included in our demonstration videos or marketing content.

We charge you when you place your order (including any renewals)

However, we do allow thirty (30) days for you to make payment in full if you choose to pay via invoice, as explained to you during the order process via our authorised third party merchant. You will be able to access the Subscription immediately upon signing up, but if you do not pay within the thirty-day period, then your access to the Subscription will be reverted to Limited Access.

If you are a business customer or a school, you have no set-off rights

If you are a business customer or a school you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

We charge interest on late payments

If we're unable to collect any payment you owe us we reserve the right to charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

We pass on increases in VAT

If the rate of VAT changes between your order date and the date we supply the service, we adjust the rate of VAT that you pay, unless you have already paid in full before the change in the rate of VAT takes effect.

We're not responsible for delays outside our control

If our supply of the services is interrupted and or delayed by an event outside our control, such as acts of God (including earthquakes, tornadoes, floods, hurricanes, fires); wars, acts of terrorism, invasion or armed conflict; or failure of utilities, then we will contact you as soon as possible to let you know and do what we can to reduce the interruption or delay. As long as we do this, we won't compensate you for the interruption or delay, but if the delay is likely to be substantial you can contact our Customer Service Team at support@drfrost.org to end the contract and receive a refund for any services you may have paid for in advance, but not received.

You can end the Subscription with us by managing your subscription on our payment platform or by contacting our Customer Service Team as above. Once you have given us notice that you wish to end the Subscription, you will continue to have access to the end of the subscription term. No refunds are given to schools or business customers, but if you are a consumer, then we will refund you on a pro-rated basis for the remaining period within your annual subscription period.

Unless either of us gives written notice of non-renewal to the other at least thirty (30) days before the end of the applicable annual term, the Subscription will automatically renew for successive periods of twelve (12) months on the terms and charges applicable at the time of renewal. We will send you a reminder notice of the upcoming renewal and applicable subscription fees in advance of any such renewal, along with an invoice which must be paid within thirty (30) days, or your access will be reverted to Limited Access.

You have to pay for the services that you received before you change your mind. If you signed up for an annual subscription, we won't refund you for the time you were receiving it before you told us you had changed your mind.

When and how we refund you. We refund you by the method you used for payment. We don't charge a fee for the refund

If you are a consumer: Once you have given us notice that you wish to cancel your subscription, then we refund you as soon as possible and within 14 days of you telling us you've changed your mind.

We can change services and these terms

Changes we can always make. We can always change a service:

- to reflect changes in relevant laws and regulatory requirements;
 - to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the service; and
 - to update digital content, provided that the digital content always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.
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We can suspend the supply of a service.

We do this to:

- deal with technical problems or make minor technical changes;
- update the service to reflect changes in relevant laws and regulatory requirements; or
- make changes to the service.

We can't promise that our site, or any content on it or the services, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for any reason. We will try to give you reasonable notice of any suspension or withdrawal.

We can withdraw services

We can stop providing a service, such as an ongoing service or a subscription for digital content or goods. We will let you know at least 30 days in advance and we will refund any sums you have paid in advance for services which will not be provided.

We can end our contract with you

We can end our contract with you for a service and claim any compensation due to us (including enforcement costs) if:

- you do not make any payment to us when it is due and you still do not make payment within 30 days of our reminding you that payment is due; or
 - you do not, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the service, for example, your contact information.
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We do not compensate you for all losses caused by us or our services

Our liability to consumers. We are not responsible for losses you suffer caused by us breaking this contract if the loss is:

- Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section, then we are not responsible for delays outside our control.
- Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in

Our liability to businesses.

Our liability to businesses. If you're a business or school, then, except in respect of the losses described in *Losses we never limit or exclude*:

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the value of the Subscription.

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- defective services under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

We offer our Services 'as is' and do not guarantee results from use of the Services

We cannot warrant that use of our Services will meet your specific needs or achieve any intended results.

We use your personal data as set out in our Privacy Policy

How we use any personal data you give us is set out in our [Privacy Policy \(https://www.drfrust.org/privacy\)](https://www.drfrust.org/privacy).

You have several options for resolving disputes with us

Our complaints policy. Our Customer Service Team (support@drfrost.org) will do their best to resolve any problems you have with us or our services.

Resolving disputes without going to court (consumers only). Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. You can submit a complaint to the Centre for Effective Dispute Resolution (CEDR) through their website at [Submit a Complaint - CEDR \(https://www.cedr.com/submit-a-complaint\)](https://www.cedr.com/submit-a-complaint). CEDR does not charge you for making a complaint and if you're not satisfied with the outcome you can still go to court.

You can go to court. These terms are governed by English law. If you are a consumer, then wherever you live, you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a consumer, we can claim against you in the courts of the country you live in. If you are a business, you irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying your service. We will tell you in writing if this happens and if you are a consumer we will ensure that the transfer will not affect your rights under the contract.

Unless you are a consumer, you can only transfer your contract with us to someone else if we agree to this. However, nobody else has any rights under this contract. This contract is between you and us. Nobody else can enforce it (other than someone you (as a consumer) gave a service to as a present) and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later. We might not immediately chase you for not doing something (like paying) or for doing something you are not allowed to, but that does not mean we cannot do it later.