



# Digital Programmes Terms and Conditions

The following explains the terms and condition for our digital programmes. Access to these programmes is subject to you agreeing to these terms.

## 1. Definitions:

In these terms and conditions:

**"Fee"** means the fee for access to the digital programme(s) 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 <https://ye-learningzone.org.uk/>;

**"Programme Materials"** means any materials or content that are made available to you through the Portal, including, without limit, digital programmes;

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

**"Students"** means the young people accessing and engaging with the course content hosted within the Portal;

**"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. Ordering Process:

2.1 You can place an Order by registering on the portal at <https://ye-learningzone.org.uk/> which will give you access to the Programmes.

2.2 Unless we agree that you may pay by a different method, payment of the Fee must be made by debit or credit card at the time you place your Order, or by requesting an invoice.

2.3 By placing an Order with us, you are just making an offer to enter into a Purchase. Your Purchase 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 Programme Materials available to you on our Portal.

## 3. Your Purchase:

3.1 Your Purchase shall last for the academic year (1<sup>st</sup> September – 31<sup>st</sup> July) you indicate you want it to start in. If purchased mid way through the academic year it will last until 31<sup>st</sup> July. If purchased in advance it will begin on the 1<sup>st</sup> September and last until 31<sup>st</sup> July.



- 3.2 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 access the digital programmes in future.
- 3.3 You will state at the time of purchase the number of young people who will be accessing the digital programmes and the price will be calculated accordingly.
- 3.4 Should you wish to increase the number of young people accessing the digital programmes you will be required to pay a further fee.
- 3.5 If you are not satisfied with your Purchase at any time please [contact us](#).

#### 4. **Data Privacy**

- 4.1 YE will collect and use Your and the personal data of the Students you provide as detailed in Our [Privacy Policy](#).
- 4.2 By providing Students personal data you confirm that you have the appropriate authority and consent to do so.

#### 5. **Accessibility:**

- 5.1 We will try to make the Portal and digital programmes 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 digital programmes 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 digital programmes, including any necessary software licences.

#### 6. **Programme Materials:**

- 6.1 You are not permitted to access the Portal and use, copy, save, print, display, modify and re-produce the Programme Materials.
- 6.2 You are not permitted to:

- use the Programme Materials for any commercial purpose;
- distribute the Programme Materials or make the Programme Materials available to any third party organisation, or permit any other third party organisation to access the Programme Materials; or

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

- 6.3 We will try to ensure that the Programme Materials are accurate and up-to-date but we shall not be held responsible for any omissions or for any inaccurate information within the Programme Materials. You acknowledge that you use the Programme Materials at your own risk and you are responsible for ensuring that they are suitable for the purposes for which you intend them. The Programme Materials shall not constitute financial advice.
- 6.4 Where the Programme 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 Programme Materials. For the avoidance of doubt, all intellectual property rights in the Programme 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 have breached these terms and conditions or you are using the Programme Materials, or permitting the Programme 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 Purchase 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 Purchase for any reason your access to and right to use, and licences in respect of, the Portal and Programme 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 Purchase.
- 9.2 Our total aggregate liability for any and all loss or claim arising under or in connection with a Purchase, 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 Programme 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 Purchase 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 Purchase.
- 12.4 Your Purchase is specific to your organisation, or, if purchased for home learning, for within your household, and so you cannot assign, sub-contract or otherwise transfer your Purchase or any rights or obligations under it without our written permission. We can however assign, sub-contract or otherwise transfer your Purchase 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 Purchase and any disputes which arise out of it shall be governed by English law and shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 12.8 We will treat your personal information and that of any young people you provide, in accordance with our [Policies](#).