

GOAL Assessments Order Form

Secondary Schools

We, the organisation detailed below, subscribe to GOAL Assessment Services for the prices and terms indicated.

We have read and accept the terms and conditions of business as set out overleaf.

Subscriber Details

Organisation Name	Forename
Address	Surname
	Position
	Email
Post Code	Signature
Telephone	
Mobile	Date
Fax	(I confirm I am authorised to sign on behalf of the organisation)

Your Subscription

Tick the box to indicate the subscription you wish to purchase: 1 year, 3 year annual payments saving 10% or 3 year upfront payment saving 20%.

	1 year subscription		3 year subscription (annual payment)		3 year subscription (upfront payment)	
	KS3		KS3		KS3	
	Secondary	<input checked="" type="checkbox"/>	Secondary	<input checked="" type="checkbox"/>	Secondary	<input checked="" type="checkbox"/>
English	£650		£585		£1560	
Maths	£650		£585		£1560	
Science	£650		£585		£1560	
ICT	£650		£585		£1560	
Core Package	£2199		£1979		£5299	
Climate & Attitude Measures	£399		£359		£957	
SEAL Measures	£399		£359		£957	
VAK	£299		£269		£717	
DMR	£199		£179		£477	

- All prices are subject to VAT.
- Prices include discount for 3 year subscriptions.
- Core Package includes English, Maths, Science and ICT.
- Training available at £250 per session.

If you require training please tick this box

Fax back to 02476 516559. Questions? Call 02476 516560 or email schools@ediplc.com



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EDI terms of business

Your use of the GOAL Assessments is subject to the following terms and conditions.

Please read them carefully.

1. Introduction

EDI plc of International House, Siskin Parkway East, Middlemarch Business Park, Coventry, CV3 4PE is the provider of the GOAL Assessments (the "Facility") currently available from the GOAL web site at www.goalonline.co.uk or such other web site as EDI may from time to time use (the "Web Site") which may include (but are not limited to) GOAL service materials comprising the school Data Richness audit, training, design and format of assessment tests and the results of such tests, whether supplied online, off-line or in a paper-based format (collectively referred to as the "Service Materials") together with the interpretation and analysis of such test results. Signature of this document will form the basis of your legal agreement with EDI (the "Agreement").

2. Other Agreements

If there is any conflict between these terms and conditions and those on the Web Site then these terms and conditions will prevail. These terms are separate from any free trial or other offer period terms which you may or may not have entered into before signing up to this Agreement.

3. The Programme

Under this Agreement EDI agrees to provide access to the Facility.

4. Use of the Programme

In consideration of payment by you to EDI of the prices as set out overleaf EDI grants to you the limited right to use the Facility from the date of acceptance of this Agreement unless terminated by either party in accordance with the terms detailed below.

You may only use the Facility for your non-commercial personal use and the use of teachers and pupils within your school for the purposes of education and assessment (the "Purposes").

The Facility is provided by and the Service Materials are owned by EDI.

5. Ownership

This Agreement does not provide you with title to or ownership of the Service Materials nor does this Agreement provide you with any exclusive or perpetual right to use the Service Materials beyond the limits of this Agreement.

6. Restrictions on Use

Save as set out below you shall not copy or permit any third party to copy the Service Materials. You shall not alter, modify, adapt or translate the whole or any part of the Service Materials in any way whatever or permit the whole or any part of the Service Materials to be combined with or become incorporated in any other computer program nor decompile, disassemble or reverse engineer the same nor attempt to do any of such things. To enable you to make use of the Facility, permission is hereby granted to you to electronically copy and store (but not on any server or other storage device connected to a network) and print individual pages of the Service Materials on paper and photocopy them only for the Purposes. Any other use of the Service Materials, including reproduction for purposes other than that hereby authorised (including the removal of copyright or trade mark notices), the creation of an electronic or manual database by systematically downloading and storing the Service Materials, or their distribution (whether electronically or not) or republication, is prohibited. Any requests for permission to use the facility in a manner otherwise than permitted by this Agreement should be emailed to schools@ediplc.com.

7. Security

You are required to use passwords in order to access the Facility. The responsibility of ensuring that the passwords are not revealed or disclosed to any third party is with you and you must use all reasonable endeavours to keep them secure.

If you become aware that a third party knows or has discovered the passwords, you must contact: schools@ediplc.com or telephone 02476 516 560.

You must observe any user instructions of which EDI may notify you from time to time. These user instructions may be liable to change and if this happens EDI will notify you, and you must observe any new user instructions of which EDI notifies you.

8. Improvements and Updates

EDI reserves the right to:

- Add additional functionality to the Web Site;
 - Provide additional services from time to time;
 - Introduce updates to the Facility;
- which may at EDI's sole discretion either be provided as part of the facility or provided for an additional fee.

9. Intellectual Property

Unless stated otherwise, any intellectual property rights arising in respect of the Facility and the Service Materials belong to EDI and/or its licensors. Any use of such intellectual property rights or software is strictly prohibited except where expressly allowed under this Agreement.

The "GOAL" name and the EDI logo are trademarks of EDI plc. You are not permitted to use or reproduce or allow anyone else to use or reproduce these trademarks for any reason.

10. System Requirements

EDI aims to use appropriate technology to ensure that you are provided with the best quality of service. As such the functionality of the GOAL service may change from time to time and EDI cannot guarantee the availability of the facility on any particular system or browser.

The operation of the Facility requires Internet connectivity. You are responsible for making appropriate arrangements with an Internet service provider.

11. Limitation of Liability

EDI will provide the Facility with its reasonable skill and care. However EDI does not warrant that the functions contained in the Facility will meet your requirements or that

the operation of the Facility or Web Site will be uninterrupted or error free.

The warranties and conditions stated in this Agreement are in lieu of all other warranties, conditions or other terms whether express or implied.

12. Limitation of Remedies

EDI's liability in respect of the use of or inability to use the Facility or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure even if EDI or its employees or agents are advised of the possibility of such damages or losses, shall be limited to the amount of the fee(s) paid by you to use the Facility in the period of 12 months immediately preceding the event giving rise to such liability.

Whether or not EDI has been advised of the possibility of such loss, EDI shall not be liable in contract, tort or otherwise howsoever for indirect loss of profits or of the use of money; loss of revenue; loss of business or goodwill; loss of, damage to, or corruption of data; or loss of opportunity whether arising out of or in connection with or in relation to the Web Site or the availability or non-availability of the Web Site or the supply or non-supply of the facility or otherwise under this Agreement. You hereby agree to fully indemnify EDI against any claim brought by a third party resulting from use of the facility by you in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly by EDI in consequence of your breach or non-observance of this Agreement. In addition, you shall defend and pay all costs, damages, awards, fees (including any reasonable legal fees) and judgements awarded against EDI arising from any such claims and shall provide EDI with notice of such claims, full authority to defend, compromise or settle such claims and reasonable assistance necessary to defend such claims at your own expense. Nothing in this Agreement shall exclude or limit the liability of EDI for personal injury or death caused by its negligence.

EDI is entitled to terminate this Agreement on 3 months' notice. In the event of such termination, EDI will reimburse you any fee of a recurring nature previously paid in advance in respect of any period of this agreement falling after the date of such termination.

If you breach any of the terms of this Agreement, EDI is entitled to terminate immediately.

13. Data Protection

In transmitting data to EDI, you warrant that you have all the necessary consents and authorisation to disclose personal data and are fully compliant with all applicable Data Protection legislation and will indemnify EDI from any losses, costs and penalties for breach of this warranty.

EDI takes the issue of data protection very seriously and its policy is set out in its Privacy Statement which can be found on its Web Site. So that EDI may comply with its obligations under Data Protection legislation, you are required to read and agree to the Privacy Statement before providing EDI with any information.

It is your responsibility to make sure that information which EDI holds about you and your students is up to date and accurate. Failure to comply with this clause is a breach of this Agreement.

EDI reserves the right to use data gathered from the information that you have supplied having deleted reference to students, school or college names, for educational or other purposes.

14. Force Majeure

Neither party shall be under any liability to the other in respect of anything which, apart from this provision, may constitute breach of this Agreement arising by reason of force majeure, namely, circumstances beyond the control of the parties which shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority. In particular this clause applies to EDI being unable to supply the Facility due to the failure of its own service providers from time to time.

15. Notices

Any notices to be issued under this Agreement may be made via email or post. Notices to EDI should be sent to its registered address or to schools@ediplc.com. You must provide an email and postal address to send you notice. Either party may change the address to send notices by notifying the other of such a change in writing. Notices sent by email will be deemed received on the next business day and notices sent by post deemed accepted on the third business day after posting. For the purposes of this clause no account shall be made for school holidays.

16. Governing Law

This Agreement shall be governed in all respects by English Law and the parties agree to the non-exclusive jurisdiction of the English courts.

17. Third Party Software

Software of third parties is provided under the licence terms of the relevant third parties.

18. Severability

If any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with the law the validity or enforceability of the remaining clauses shall not be affected.

19. Third Party Rights

This Agreement does not create any rights in favour of a third party.

20. General

You may not assign, sublicense or otherwise transfer any of your rights under this Agreement. EDI may assign the benefit and the burden of this Agreement.



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