

## **HegartyMaths: Terms and Conditions**

### **Introduction**

HegartyMaths is an online teaching and learning tool, which is used to support the face-to-face teaching taking place in schools with high quality homework and revision activities. It is made available to secondary schools in the UK on a subscription basis. HegartyMaths is a trading name of H&A Learning Limited (company number 09577195) whose registered office is at Oxygen House, Grenadier Road, Exeter Business Park, Exeter, Devon EX1 3LH.

This document sets out the terms and conditions which apply to the use of HegartyMaths in schools. It has three sections – the **Trial Licence** (Section A), the **Subscription Terms** (Section B) and the **Data Handling Agreement** (Section C).

- The Trial Licence applies where your school is given access to a trial version of HegartyMaths to help you evaluate HegartyMaths.
- The Subscription Terms apply (and supersede the Trial Licence) once your school registers for a paid subscription.
- The Data Handling Agreement explains how data is collected, used and stored when you implement HegartyMaths at your school (for the purposes of both your trial of, and any paid subscription to, HegartyMaths).

Our terms and conditions are designed to make agreeing to join the HegartyMaths programme as easy as possible. They explain what we are providing when you implement HegartyMaths, and what we expect of you, your students, teachers and other school staff.

Where a multi-academy trust (**MAT**) has subscribed to HegartyMaths on behalf of schools within its MAT, the term 'your school', which is used throughout our terms and conditions, should be construed as applying to all MAT schools which use HegartyMaths as part of the MAT's subscription and the MAT shall be responsible for the compliance of its schools with our terms and conditions.

### **Section A: Trial Licence**

<b>Our agreement</b>	<p>At your school's request, HegartyMaths is pleased to give your school access to a trial version of HegartyMaths (<b>the Trial</b>) to help you evaluate the merits of your school taking out a paid subscription to use HegartyMaths (<b>a Subscription</b>) (<b>the Purpose</b>).</p> <p>Access to the Trial for the Purpose is provided free of charge during the Trial Period (as defined below under 'Termination'). Your school is not committed to take out a Subscription by using the Trial. If your school wishes to take out a Subscription at the end of the Trial Period, it will be provided on HegartyMaths' standard rates and terms. HegartyMaths will contact your school during the Trial Period to discuss your Trial experience and interest in taking out a Subscription.</p>
<b>Trial Licence</b>	<p>HegartyMaths hereby grants your school a licence to access and use the Trial during the Trial Period (<b>the Trial Licence</b>), subject to your school's acceptance of the terms set out in this Trial Licence and our Data Handling Agreement (<b>the Trial Licence Terms</b>). The Trial Licence is not transferable by, or exclusive to, your school.</p> <p><b>Important:</b></p> <ul style="list-style-type: none"> <li>• <b>Use of the Trial by your school (including any of your students, teachers and other school staff) constitutes acceptance of the Trial Licence Terms.</b></li> <li>• <b>If your school does not accept the Trial Licence Terms, you should not use the Trial. Acceptance means that the Trial Licence Terms will be enforceable like any written contract signed by you and legally binding between us.</b></li> <li>• <b>Acceptance also constitutes an instruction to HegartyMaths on behalf of your school to process school data (as defined in our Data Handling Agreement) in accordance with our Data Handling Agreement and the relevant provisions of our <a href="#">Privacy Notice</a>.</b></li> </ul> <p>Your school agrees that you shall:</p>

	<ul style="list-style-type: none"> <li>not use (including not copying, downloading, distributing, printing or publishing any content or materials accessible via the Trial) the Trial in any way except for the Purpose;</li> <li>only distribute user account log-in credentials for the Trial to your students, teachers and other school staff; and</li> <li>before allowing any of your teachers or other school staff to access the Trial, make them aware that the Trial may only be used by them for the Purpose (and your school will be liable for the failure of any of your teachers or other school staff to comply with the Trial Licence Terms).</li> </ul> <p>Except as required by law, HegartyMaths has no liability of any kind in any circumstances whatsoever to your school in respect of the Trial (including our data processing activities during the Trial). Your school acknowledges that:</p> <ul style="list-style-type: none"> <li>access to the Trial is being granted to your school 'as is' and without charge;</li> <li>the Trial may not provide the same level of performance as a commercially available product or service offering;</li> <li>whilst HegartyMaths has no intention to do so, the Trial may be withdrawn at any time;</li> <li>HegartyMaths is unable to give any representations, warranties or other terms in respect of the Trial, and all statutory warranties and conditions are excluded to the fullest extent possible;</li> <li>HegartyMaths may monitor your school's use of the Trial so we can see how you have been using the Trial, help us answer any questions you may have and ensure you are complying with the Trial Licence Terms; and</li> <li>HegartyMaths is not responsible for teaching at your school or the way in which your school uses the Trial. Your school remains responsible for all teaching outcomes.</li> </ul> <p>HegartyMaths will process personal data relating to your school's students, teachers and other school staff (which we call school data) in connection with the Trial in accordance with our Data Handling Agreement.</p>
<b>Intellectual property rights</b>	<p>HegartyMaths owns, and reserves its rights in, all intellectual property rights (IPR) in HegartyMaths and the Trial (including all content and materials (including schemes of learning)), together with any related information, data or documentation (<b>the HegartyMaths IPR</b>).</p> <p>Your school acknowledges and agrees that this Trial Licence shall not give you any IPR or other rights in relation to the HegartyMaths IPR other than as expressly stated in this Trial Licence.</p>
<b>Termination</b>	<p>Subject to the Trial Licence Terms and unless otherwise agreed between HegartyMaths and your school, this Trial Licence will automatically terminate on your trial end date as stated in the subscription banner within your school's Teacher Accounts (<b>the Trial Period</b>). However, HegartyMaths may terminate this Trial Licence without notice during the Trial Period if your school is in breach of any of the Trial Licence Terms.</p> <p>Termination of this Trial Licence means that access to the Trial simply stops and your school will no longer be able to use the Trial.</p>
<b>General</b>	<p>In this Trial Licence, unless the context otherwise requires, an obligation on your school also includes an obligation on the school to procure that your teachers and other school staff comply with your school's obligation.</p> <p>The Trial Licence Terms constitute the entire agreement between HegartyMaths and your school relating to the Purpose and supersedes and extinguishes all previous agreements, arrangements and understanding between us relating to the Purpose.</p> <p>Any provision of this Trial Licence that is intended to come into or continue in force on or after termination shall remain in full force and effect. Termination</p>

	<p>shall not affect any accrued rights or remedies to which HegartyMaths may be entitled.</p> <p>This Trial Licence shall be interpreted in accordance with, and governed by, the laws of England. The courts of England shall have exclusive jurisdiction to settle any disputes relating to this Trial Licence.</p>
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### **Section B: Subscription Terms**

<b>Our agreement</b>	<p>Our Subscription Terms (including our Data Handling Agreement, which relates to HegartyMaths' data processing activities on behalf of your school) capture, in detail, the whole of our relationship relating to HegartyMaths. You are not relying on any other documents or statements, nor expecting anything else. If this is wrong, please let us know before your HegartyMaths subscription commences. Our Subscription Terms automatically supersede our Trial Licence where your school has agreed to take out a paid subscription to use HegartyMaths.</p> <p>We may revise our Subscription Terms from time to time. We will provide you with a copy of our updated Subscription Terms whenever changes are made. The changes will not be retroactive, and the most current version of our Subscription Terms will apply. By continuing to access and use our services, you agree to be bound by the most current version of our Subscription Terms.</p> <p><b>Important:</b></p> <ul style="list-style-type: none"> <li>• <b>Use of HegartyMaths by your school (including any of your students, teachers and other school staff) constitutes acceptance of our Subscription Terms.</b></li> <li>• <b>If your school does not accept our Subscription Terms, you should not use HegartyMaths. Acceptance means that our Subscription Terms will be enforceable like any written contract signed by you and legally binding between us.</b></li> <li>• <b>Acceptance also constitutes an instruction to HegartyMaths on behalf of your school to process school data (as defined in our Data Handling Agreement) in accordance with our Data Handling Agreement and the relevant provisions of our <a href="#">Privacy Notice</a>.</b></li> </ul>
<b>Your subscription</b>	<p>Where your registration is accepted, we agree to give you access to HegartyMaths. Your subscription is not transferable by, or exclusive to, your school. By registering to use HegartyMaths, your named primary contact confirms that they are duly authorised to register your school to use HegartyMaths.</p> <p>For individual school licences, key details relating to your subscription, including its duration and cost, are set out in the Purchase Order Request email which will be or has been sent to the finance contact at your school. For MAT licences, key details will be outlined in the subscription proposal we send to you.</p>
<b>Renewal</b>	<p>For individual school licences, we will notify you at least 60 days in advance of your subscription end date via a renewal banner within your school's Teacher Accounts. <b>Renewal of your subscription will not happen automatically</b> – you will need to follow the link within the renewal banner and complete our renewal form. If you do not renew your subscription, it will terminate on your subscription end date and you will no longer be able to access HegartyMaths. For MAT licences, we will reach out to our primary contact in the MAT to discuss renewal at least 60 days in advance of your subscription end date.</p>
<b>Cancellation</b>	<p>We don't believe you will want to, but you can cancel your subscription at any time. If you cancel, no refund will be given where this occurs part way through a subscription period.</p>
<b>Subscription fee</b>	<p>Your subscription fee is set out in the Purchase Order Request email which will be or has been sent to our finance contact at your school. Subscription fees are reviewed annually. We will propose any changes to your subscription fee as</p>

	part of our renewal process. All subscription fees must be paid in pounds sterling.
<b>Payment</b>	Payment of your subscription fee is due within 28 days of the start of your subscription. We reserve the right not to provide and/or to suspend your access to HegartyMaths for non-payment. We will, of course, warn you before we do this.
<b>Our responsibilities</b>	<p>We will:</p> <ul style="list-style-type: none"> <li>• set up your school on our systems to enable you to receive HegartyMaths;</li> <li>• provide guidance regarding initial set up of HegartyMaths;</li> <li>• provide support for on-boarding, accounts and technical queries during normal school hours via the HegartyMaths helpdesk;</li> <li>• carry out our responsibilities with reasonable skill and care, in a timely and efficient way, using adequately qualified and experienced personnel; and</li> <li>• give you reasonable notice of any material changes to the functionality and features of HegartyMaths.</li> </ul> <p>We are unable to accept direct support requests from students or (if applicable) their parents, who should raise support queries via your teachers or other school staff.</p>
<b>Supporting you</b>	<p>As part of our on-boarding process, you will appoint:</p> <ul style="list-style-type: none"> <li>• a primary contact, who will be our main point of contact relating to your subscription and act as a first-line liaison for general HegartyMaths-related queries;</li> <li>• a finance contact, who will be sent details of your subscription and be asked to raise purchase orders for your subscription and renewals;</li> <li>• an IT contact, who will be our point of contact for IT and network matters (including MIS integration); and</li> <li>• a data protection contact, who will be sent our Data Handling Agreement for signature and be our point of contact for data protection/GDPR compliance.</li> </ul>
<b>Service availability</b>	<p>We will do our best to ensure that access to HegartyMaths is available 24/7 (other than during planned maintenance windows or issues outside of our control) and aim to achieve 99.5% availability. We will undertake planned maintenance outside of normal school hours. Unplanned maintenance will also be conducted outside of normal school hours wherever practicable.</p> <p>We reserve the right to suspend access to HegartyMaths for reasons outside our control; please see the 'Problems and unexpected events' section for further details.</p>
<b>School responsibilities</b>	<p>You are responsible for:</p> <ul style="list-style-type: none"> <li>• adopting and implementing the HegartyMaths Programme for maths teaching;</li> <li>• all teaching outcomes at your school, whether you are using HegartyMaths or not, and all actions of your students, teachers and other school staff and (if applicable) their parents in connection with HegartyMaths;</li> <li>• all correspondence with your students, teachers and other school staff and (if applicable) their parents regarding their use of HegartyMaths or otherwise relating to HegartyMaths (including informing students and their parents that your school is using HegartyMaths and sharing school data with us before they first use HegartyMaths);</li> <li>• implementing a clear disciplinary policy that encourages the handing in of homework set via HegartyMaths;</li> <li>• appoint the contacts specified in the 'Supporting you' section and updating us should any of those contacts cease to work at your school;</li> <li>• ensuring a purchase order is sent to our finance team within 40 days of your school completing our registration process;</li> </ul>

	<ul style="list-style-type: none"> <li>• helping us organise on-boarding training sessions with your teachers and other school staff;</li> <li>• on-boarding all teachers and other school staff that are unable to attend our first cohort training sessions;</li> <li>• maintaining confidentiality of passwords required to access HegartyMaths;</li> <li>• providing us with complete, timely and accurate information and the assistance we need to help us set up your school on our systems;</li> <li>• (subject to compatibility with the Wonde integration tool) providing us with access to your school management information system (<b>MIS</b>), assisting us with establishing connectivity between your school MIS and HegartyMaths via Wonde and keeping your MIS data up to date;</li> <li>• providing suitable device (e.g. via tablet or PC) and adequate internet access (with sufficient bandwidth) for each student where HegartyMaths is used in the classroom and otherwise adhere to our IT recommendations to ensure our service can be operated properly (for example, by 'whitelisting' YouTube and Vimeo to ensure that our video content is accessible);</li> <li>• providing iPads (or equivalent tablet computers) and internet access to each student who does not have these resources available at home or making alternative provision for these students at school;</li> <li>• responding to support requests from students and (if applicable) their parents;</li> <li>• routing all support requests that need to be raised with us via the HegartyMaths helpdesk;</li> <li>• (when the programme is available, and should you wish to participate) providing reasonable assistance to help us conduct our testing programmes (including providing such student and cohort information as we may reasonably request);</li> <li>• where you consider appropriate and if applicable, informing students and their parents that your school is participating in one of our research projects;</li> <li>• if so requested, provide a reference to any school which is considering acquiring HegartyMaths; and</li> <li>• compliance with all school policies, including in relation to procurement.</li> </ul>
<b>Best practice and acceptable use</b>	<p>HegartyMaths works best and is most effective when you follow the HegartyMaths implementation plan outlined in our onboarding training and in the HegartyMaths Teacher Checklist. However, HegartyMaths only forms part of your maths teaching programme and we cannot offer a guarantee that student progress will be made. You are free to cancel your subscription (as set out above) if you feel that your students are not progressing as you expect.</p> <p>You are responsible for ensuring that your students, teachers and other school staff use HegartyMaths in the ways that are acceptable to us and make the best use of the service. We will provide you with information on what is (and is not) acceptable as part of our on-boarding process, and some examples of unacceptable use are set out below.</p>
<b>Unacceptable use</b>	<p>You may not:</p> <ul style="list-style-type: none"> <li>• use HegartyMaths for any purposes other than to teach maths in your school;</li> <li>• give access to HegartyMaths, or provide or publish its content, to anyone who is not a student, teacher or other school staff member enrolled at your school;</li> <li>• transfer your subscription or any of your rights or obligations in relation to HegartyMaths to any other school or organisation;</li> <li>• use HegartyMaths to provide services to anyone other than students enrolled at your school;</li> <li>• use HegartyMaths to build a competitive product; or</li> <li>• reverse engineer or disassemble any part of HegartyMaths (including attempting to do so).</li> </ul>

	<p>If we become aware of any instance of unacceptable use we may suspend or terminate your access to HegartyMaths.</p>
<b>School data</b>	<p>To use HegartyMaths, you need to collect personal information relating to your students, teachers and other school staff and share it with us. We use that information to provide HegartyMaths and individualise learning for each of your students. In each case where you have agreed to participate, we will also use that information for the purposes of our testing programmes and our research projects. The information you share with us is still your data; our responsibility is to process it in accordance with our Data Handling Agreement.</p>
<b>Data security</b>	<p>Data security comes first with us, and HegartyMaths has been designed with data security at its heart. We have implemented appropriate technical and organisational measures to protect school data against unauthorised or unlawful processing and accidental loss or damage. Further information is provided in our Data Handling Agreement.</p>
<b>General compliance</b>	<p>We both agree to comply with all relevant legislation and take a zero-tolerance approach to bribery and safeguarding issues.</p>
<b>Intellectual property</b>	<p>HegartyMaths is entirely created by or for us and we own all rights in it (including our content, our technical architecture and infrastructure, our databases, code and algorithms and the usage data (as described in our Data Handling Agreement)). Except for access or as otherwise set out in our Subscription Terms, you do not have any rights in respect of HegartyMaths.</p> <p>We will indemnify you against any claim that is made by anyone in the UK challenging our ownership of, or your right to use, HegartyMaths. If such a claim is made against your school, please tell us at once and do not respond without first consulting us. We will take responsibility for the matter so that no costs or other expenditure are incurred by you in responding to such claim.</p> <p>If you upload any information, artwork, software or documents to HegartyMaths and this results in an infringement of any third party's intellectual property rights, you will indemnify us and take entire responsibility for any liability so that no liabilities, costs or other expenditure are incurred by us.</p> <p>The name 'HegartyMaths' and the HegartyMaths logo are registered trademarks. We are very happy for you to use our name and logo for internal purposes, in relevant correspondence with students and (if applicable) their parents, on your website and in your promotional materials, but we ask you to respect our brand and use our name and logo in accordance with any guidelines that we may issue from time to time. We expect you to stop using our name and logo completely if you stop using HegartyMaths or if we ask you to do so at any time.</p>
<b>Confidentiality</b>	<p>Where either of us receives confidential information from the other, we shall act in good faith to preserve confidentiality and use the information solely to perform our respective responsibilities and obligations relating to the provision of HegartyMaths. We regard all personal information and the commercial aspects of our relationship as confidential. We do not regard the fact that you have embraced HegartyMaths as confidential and would expect to be able to refer to this fact to existing or prospective users of HegartyMaths.</p> <p>Of course, either of us can disclose confidential information received from the other if:</p> <ul style="list-style-type: none"> <li>• it was obtained from a third party who is not bound by a duty of confidentiality;</li> <li>• we are required by law to do so; or</li> <li>• it is disclosed to our respective professional advisers.</li> </ul>
<b>Problems or unexpected events</b>	<p>We both recognise that, however hard we all try, things can go wrong during the course of any relationship. Problems can arise because one of us is at fault, or as a result of outside influences or factors.</p>



	<p>We cannot promise that HegartyMaths will be error-free or uninterrupted. Similarly, the performance of HegartyMaths depends on a number of factors, many of which are outside our control. Accordingly, while we are happy to assist you with such issues, we cannot provide fixed assurances about the exact performance experienced by users, save that we will provide sufficient capacity and bandwidth in our system environment to allow for all normal demands.</p> <p>If we suspend access to HegartyMaths due to an event outside our control, whether due to malicious action or otherwise, then, if this suspension lasts more than 14 days, we will refund a <i>pro-rata</i> amount of your subscription fee for those 14 days and each further consecutive day that access is suspended. We shall not be under any further liability to you in respect of such suspension. If the suspension lasts for a continuous period of 56 days, then you may immediately terminate your subscription and we will refund any subscription fees paid in advance for the period starting from the beginning of the 56 day suspension to the next renewal date.</p> <p>If either of us fail to carry our responsibilities then, provided the one who is failing has been given a written warning and a reasonable chance to fix it, the other may end our relationship by giving 30 days' notice. However, there will be no refund for any subscription fees paid in advance other than as set out in our Subscription Terms.</p>
<b>Liability</b>	<p>In any relationship, there are risks and we need to be responsible for our fair share. For the avoidance of doubt, this liability section also applies to our Data Handling Agreement where your school has taken out a paid subscription to use HegartyMaths.</p> <p><b>Legal requirements:</b> As required by law, we accept liability for personal injury and death caused by our negligence, without limit. Similarly, there is no limit on our liability for fraud or fraudulent misrepresentation.</p> <p><b>Suspension:</b> Our liability in respect of a suspension of access to HegartyMaths due to events outside our control is dealt with in the 'Problems or unexpected events' section of our Subscription Terms. We have no liability to you in the event of a suspension of access arising where our invoices are not paid when due or we become aware of any instance of unacceptable use.</p> <p><b>Cyber risks:</b> Our liability for a breach of security affecting your data caused by our negligence will be limited to £100,000, provided we can recover this from our insurers. Our cyber risks insurance cover exceeds this liability amount.</p> <p><b>All other risks:</b> We will accept responsibility for your direct losses (ie. losses that flow directly from our fault) up to an amount equal to the amount paid by you to us in the preceding 12 months.</p> <p>We do not accept liability for any indirect or consequential loss (including loss of, or damage to, goodwill) you may suffer because we cannot see what they are likely to be, nor quantify them.</p> <p>For the reasons set out in the 'Best practice and acceptable use' section of our Subscription Terms, we cannot offer a guarantee that student progress will be made by using HegartyMaths. Accordingly, you agree that you have sole responsibility for results obtained from the use of HegartyMaths at your school, and for the conclusions drawn from such use, and we shall not be liable to you if improvements in school, student and/or teacher performance are not made. Ultimately teaching outcomes are your responsibility.</p> <p>We are not responsible for any fault, error or delay caused by you failing to give us the information we need or failing to carry out any of your responsibilities to us in respect of HegartyMaths. We are also not responsible for any loss, destruction, alteration or disclosure of your data caused by any third party (except our sub-contractors or support companies), your teachers and other school staff, students, (if applicable) their parents, or by circumstances beyond our control.</p>

	Please understand that our subscription fees have been calculated on the basis of this level of risk and, were we required to accept more risk, our subscription fees would also rise.
<b>Insurance</b>	We will make sure we hold suitable insurance to cover our liabilities to you as set out in our Subscription Terms. In addition, we hold insurance for cyber risks as detailed in the 'Liability' section of our Subscription Terms.
<b>Complaints and disputes</b>	<p>If you are not happy with any aspect of HegartyMaths, the matter should be raised via the HegartyMaths helpdesk or by email to <a href="mailto:contact@hegartymaths.com">contact@hegartymaths.com</a>. If we are unable to resolve your complaint satisfactorily within a reasonable time (and in any event within a week during school term time) then it shall be escalated to our Chief Operating Officer. If your complaint relates to a data protection/GDPR matter, then it shall instead be escalated to our Data Protection Officer.</p> <p>If things go badly wrong, our Chief Operating Officer or Data Protection Officer (as applicable) may convene a meeting with your Headteacher or Chief Executive (as applicable) (also involving any other appropriate senior representatives of HegartyMaths) to discuss the matter either face to face or through a video link. If that fails to fix things, we would suggest that the matter is resolved via mediation organised by CEDR, an independent body.</p>
<b>Our relationship</b>	<p>By providing HegartyMaths to your school, we are not creating or operating a partnership with you, and neither of us has the authority to act as the other's agent. Nobody else receives or has any rights under our Subscription Terms.</p> <p>We may assign or sub-contract any or all of our rights and obligations under our Subscription Terms to our parent company, Sparx Limited, or any other member of the Sparx Family group of companies.</p>
<b>Publicity</b>	<p>We shall be able to publicise that your school is using HegartyMaths on our website and in our marketing materials, including our social media channels. We may also share anonymised data – for example, usage and performance information – with existing or prospective users of HegartyMaths.</p> <p>We are of course happy for you to publicise your school's positive experiences and achievements working with HegartyMaths, and would be happy to contribute to this should you wish us to do so.</p> <p>Reports or insights provided to your school by HegartyMaths, for example relating to your school's performance and maths attainment using HegartyMaths, are provided to you for information purposes only. You may share such reports and insights (for example, with your teachers, governors or parents) as you see fit, and can also publish them on your website, provided in each case they do not contain any personal information relating to your students, teachers or other school staff.</p>
<b>Jurisdiction</b>	Our Subscription Terms shall be interpreted and governed by the laws of England.

### **Section C: Data Handling Agreement**

<b>General</b>	<p>First and foremost, we both agree to comply with all data protection and privacy legislation and rules that apply to your use of HegartyMaths. The General Data Protection Regulation (<b>GDPR</b>) requires that data processing by a processor on behalf of a controller is governed by a contract. The provisions below set out the terms of our Data Handling Agreement. In our Data Handling Agreement, the terms 'personal data', 'controller', 'processor' and 'data subjects' have the meaning given to them in the GDPR. The relevant provisions of our <a href="#">Privacy Notice</a> also apply to our data processing on behalf of your school. In the event of a conflict between the terms of our Data Handling Agreement and our Privacy Notice, the terms of our Data Handling Agreement shall prevail.</p>
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	<p>We may revise our Data Handling Agreement from time to time. Any changes to our Data Handling Agreement will be made available to you via the HegartyMaths platform. The changes will not be retroactive, and the most current version of our Data Handling Agreement will apply. By continuing to access and use our services, you agree to be bound by the most current version of our Data Handling Agreement.</p> <p>Our assessment is that your school is the controller and HegartyMaths is the processor for the purposes of our relationship. HegartyMaths will process personal data on your school's behalf to assist with your legal obligation and legitimate interest to teach maths to your enrolled students. This assessment is based on you having a direct relationship with the data subjects (your students, teachers and other school staff). We also believe that the data subjects will consider you to be using HegartyMaths as a tool to teach maths at your school, and therefore the data subjects will assume that you are the controller.</p> <p>To be clear, nothing in our Data Handling Agreement relieves your school of your own direct responsibilities and liabilities under GDPR, the UK's Data Protection Act 2018 or otherwise.</p> <p>For the avoidance of doubt, the 'Liability' section of our Subscription Terms applies to our Data Handling Agreement where your school has taken out a paid subscription to use HegartyMaths.</p>
<p><b>School data being processed</b></p>	<p>In connection with your use of HegartyMaths, your school will transfer certain personal information relating to your students, teachers and other school staff (<b>school data</b>) to HegartyMaths.</p> <p>In the case of your students, personal information including their name, gender, class, date of birth and unique pupil number (<b>UPN</b>) will be transferred via CSV file upload and school MIS integration using Wonde. This school data will be collected from your school during your HegartyMaths trial via CSV file upload. Wherever possible, upon the commencement of your HegartyMaths subscription, school data uploaded via CSV file during your trial will be integrated with school data obtained from your school's MIS using Wonde. Where this is not possible, for example because your school's MIS is not compatible with Wonde, school data will continue to be shared via CSV file upload and your school will be responsible for manually updating your school data and creating new students in the HegartyMaths platform where necessary. Transmission of information via CSV file upload is not as secure as using a MIS migration tool such as Wonde and is therefore at your own risk.</p> <p>In the case of your teachers and other school staff, personal information including their name, role, phone number, work email address and classes taught (if applicable) will be collected when you manually set up and manage teacher and other school staff accounts or otherwise communicate with us in respect of your school's subscription to HegartyMaths.</p> <p>You grant HegartyMaths a licence to use, and instruct HegartyMaths to process, school data to deliver HegartyMaths at your school and (in each case where available and you have agreed to participate) conduct testing programmes and undertake research projects. You confirm that you have:</p> <ul style="list-style-type: none"> <li>• a legal basis to provide school data to HegartyMaths for the purposes set out in our Data Handling Agreement; and</li> <li>• clearly and transparently informed the data subjects prior to the collection of school data that HegartyMaths will be processing school data in order to deliver the HegartyMaths Programme. For the avoidance of doubt, we do not consider that your school will need to obtain consent for HegartyMaths to process school data, however it is your school's responsibility to determine your legal basis for our processing activities.</li> </ul>

<b>Usage data being created</b>	<p>Use of HegartyMaths at your school will create the following data (<b>usage data</b>):</p> <ul style="list-style-type: none"> <li>• a unique user ID for each student distinct from their UPN;</li> <li>• students' answers and results history, and analysis of the same;</li> <li>• a profile of each student's performance and learning;</li> <li>• the time each students' work was completed and submitted;</li> <li>• information relating to the use of HegartyMaths by students, teachers and other school staff, such as the time taken to complete tasks, or whether or not they have watched a video; and</li> <li>• analytics data including browser type and version, operating system and device.</li> </ul>
<b>Duration of processing</b>	<p>We will process and use school data and usage data for the duration of your school's HegartyMaths subscription and retain school data relating to each student user for two years from the end of the academic year in which their account was last active, the cessation of your subscription or the user leaving the school (whichever is earlier). At the end of that period, we will anonymise personal data relating to the student user so it is no longer identifiable and will use the remaining anonymised information to evaluate and improve HegartyMaths and for other product development purposes. Your school can request the deletion of school data at the end of your HegartyMaths subscription.</p> <p>Teacher and other school staff member accounts are active for as long as your school maintains them on the HegartyMaths platform. It is your responsibility to maintain such accounts and delete them when the relevant user account is no longer required. If a teacher or other school staff member account has remained inactive for a period of two years, it will be automatically deleted by HegartyMaths.</p>
<b>Processing undertaken</b>	<p>We (and our support companies identified below or any new support companies notified to you from time to time once you have started using HegartyMaths) will process and use school data and usage data for the following purposes:</p> <ul style="list-style-type: none"> <li>• delivering HegartyMaths at your school, including MIS integration via Wonde;</li> <li>• creating and administering user accounts, logins and profiles;</li> <li>• making maths tasks available for students and teachers;</li> <li>• identifying and reporting on when student work is completed;</li> <li>• tracking and aggregation of students' usage statistics;</li> <li>• providing reporting and insights to teachers and other school staff regarding the performance and progress of each of their students by way of a dashboard;</li> <li>• (where you have agreed to participate) conducting testing programmes and providing summary reports to you on student and cohort performance;</li> <li>• anonymising data for statistical research. Such anonymised databases will be owned by HegartyMaths and may be used for research and other business purposes (including to improve our system and market HegartyMaths to prospective users);</li> <li>• providing technical and user support and for general communications;</li> <li>• to evaluate and improve HegartyMaths (for example, analysing user activity, conducting beta or A/B testing of new product features or measuring our effectiveness in improving maths education);</li> <li>• financial and accounting purposes; and</li> <li>• for administrative purposes, such as deleting old records, removing duplicates, updating and archiving.</li> </ul>
<b>Sub-processors</b>	<p>HegartyMaths conducts due diligence on all support companies who are processing personal data on behalf of HegartyMaths in order to ensure they have good privacy safeguards and security features in place to prevent unauthorised access to data we send them. We also seek guarantees from and, where appropriate, enter into data processing or data sharing agreements. All</p>

	<p>relationships with support companies engaged by HegartyMaths are governed by a GDPR compliant contract or other legal act. By using HegartyMaths, you are providing us with general authorisation to use support companies to deliver HegartyMaths to you. A list of our support companies is available via our website.</p> <p>Where any of our support companies store data we send to them for processing on our behalf outside of the European Economic Area (<b>EEA</b>), we will carry out an assessment to validate that its security arrangements are satisfactory and confirm that there is no reasonable alternative support company within the EEA.</p>
<b>Sharing data</b>	<p>Save for our support companies and the Sparx Family group of companies or in the event that a third party acquires HegartyMaths or its assets or HegartyMaths enters into any joint venture arrangements, we will never share school data with third parties without your prior written permission. We may share anonymised usage data with third parties without restriction, including for research purposes.</p>
<b>Data subjects' rights</b>	<p>As a general rule, we will endeavour to assist you in responding to requests from data subjects to exercise their rights. If you receive a data access request from one of your students or (if applicable and valid) their parents, we will help you to respond to the same if you ask us to do so. If we receive a data access request from one of your students or their parents, we will seek their permission to pass it to you for you to respond.</p> <p>We do not believe the personal data erasure right (also known as 'the right to be forgotten') applies to schools due to the Pupil Information Regulations. We do not believe that the data processing restriction right or the right to object to processing apply to schools because your school is legally obliged to educate your students and your school has chosen HegartyMaths as one method to assist in the delivery of that obligation. We do not believe automated decision making rights will apply as, although some of the processing is automated, key decisions such as whether to set work and the topic of work set, are all made by your teachers. Obviously we are only able to assist with the data portability right where a student is transferring to a school that also uses HegartyMaths.</p>
<b>Data security</b>	<p>Data security comes first with us, and HegartyMaths has been designed with data security at its heart. We have implemented appropriate technical and organisational measures to protect school data against unauthorised or unlawful processing and accidental loss or damage. We will:</p> <ul style="list-style-type: none"> <li>• ensure that all relevant staff have had appropriate training and have committed themselves to the confidential handling of all personal data;</li> <li>• ensure that access to school data is limited to our employees and other authorised personnel (such as sub-contractors and support companies) who need access it to allow us to fulfil our obligations to you;</li> <li>• take reasonable precautions to preserve the integrity of school data and to prevent any corruption or loss of such data;</li> <li>• subject to any legal requirements to the contrary, remove school data from our system upon receiving a request to do so.</li> </ul> <p>We have appointed a Data Protection Officer who advises on, and oversees matters relating to privacy and data security. They can be reached at <a href="mailto:privacy@hegartymaths.com">privacy@hegartymaths.com</a>.</p>
<b>Data breach</b>	<p>We will inform you, without undue delay, if we become aware that school data has been subject to a data breach. You will inform us, without undue delay, if you are investigating any data breach that is notified to you and/or proposing to report such data breach to the Information Commissioner's Office (<b>ICO</b>). As data controller, you are responsible for making any necessary data breach</p>

	notifications to the ICO or the affected data subjects, however we will assist you with this.
<b>Back-up and record keeping</b>	We are responsible for arranging the back-ups of school data and usage data, and managing the archiving process. If there is a loss of school data for any reason, we will provide recovery services to try to restore the most recent back-up. This is the only remedy we offer in this respect and are not liable to you should the back-up not be successful.