



## Terms of Business for reviews / i-surveys from Learnership Ltd

### Invoicing and Payment

Payment will be as specified and agreed in making the web order. Unless otherwise agreed, invoicing will be submitted during live period, payment due in full 28 days after date of invoice.

### Changes or Cancellation

Any cost incurred by Learnership Ltd will be agreed prior to implementing changes or accepting cancellation. Once a Review is ordered, in the unforeseen event of cancellation or postponement, an invoice of 60% of the base fee, will become payable 28 days as above, all remaining fees on completion. One extension to closing date may be made without incurring an additional fee providing this is arranged more than 48 hours prior to set closing date.

### Data Protection

Learnership takes all measures to ensure reliable, robust and actionable survey data.

Personal data is rarely held in conducting on-line surveys, however Learnership's Directors, Employees and Associates all adhere in their activities with the Data Protection Act.

### IT Technical

Audits are built to operate online on Microsoft Internet Explorer 10 or above. Reports are produced in PDF format and are compliant with Adobe Reader Version 7 and above.

### Confidentiality

Learnership Ltd undertakes at all times to keep confidential and not to disclose to any third party without the Client's prior written consent any confidential information or trade secret supplied by the Client or obtained by Learnership Ltd as a result of this Agreement.

### Intellectual Property

The intellectual property rights to any survey materials, question sets, web screens and email content remain the property of Learnership Ltd.

The Client agrees and acknowledges it has no rights in the 'i-survey' or 'Learnership' trade marks, models, templates, layout, coding, processes, logos and other proprietary elements of the techniques, applications and software delivered, unless specifically noted.

Applications delivered may only be used for the purpose as agreed with further use subject to agreement.

### Assumptions

Learnership Ltd provides technical support only to the agreed Client administrator / contact. The Client is responsible for providing any support to their prospective respondents.

The Client provides any required data in format specified and agrees to the IT technical requirements outlined by Learnership Ltd.

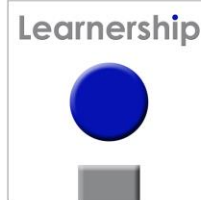
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## Learnership's Data Privacy Q&A

All personal data collected by Learnership is held in accordance with the Data Protection 1998, and in respect of this, the only data held is that keyed by you.

### Who will have access to respondents' data?

- Employees of Learnership Ltd involved in the design and production of reviews / surveys.
- Our web hosting company Rackspace (a global web hosting provider), securely store your data.

### How can I see personal data that Learnership Ltd holds about me?

By contacting:

Information Manager, Learnership Ltd, 17 North Bar, Banbury, Oxfordshire, OX16 0TF

### Will Learnership share or sell personal respondents' data?

- Learnership will not sell or share your personal data with any third parties.

### Will Learnership contact individual respondents for marketing purposes?

- Learnership may, from time to time, contact the person who applied for the survey, or in schools - those with Governance responsibilities, to make them aware of our other products and services that could be of benefit. All other individual survey respondents, will not be contacted to market our products and services.

### What does Learnership use respondents' data for?

- Respondents' data is only used collectively, to provide feedback where best practice changes might best be made, to improve or sustain consistency to the client that registered the survey.
- For research purposes only, we may share anonymised data (i.e. where an individual respondent or client cannot be identified) with a third party company or body.
- We will not share any information that identifies a client without the express written permission of the client.