

Terms of Service

Last updated 1 July 2026

These Terms of Service (the "**Terms**") are entered into between:

(1) Polymorphic Studios Ltd, a company registered in England & Wales (company no. 09041072), whose registered office is at 237 Westcombe Hill, London, SE3 7DW, trading as "**Software for Schools**" (the "**Supplier**", "**we**", "**us**"); and

(2) the customer identified in the Order Form (the "**Customer**", "**you**"),

each a "**party**" and together the "**parties**".

These Terms apply when you sign an Order Form that refers to them, or when you access or use the Service. By doing so, you agree to these Terms on behalf of the school, academy or trust you represent, and confirm you have authority to do so.

1. Definitions

1.1 In these Terms, the following words have the following meanings:

- "**Agreement**" means these Terms, together with the Order Form and the DPA.
- "**Authorised Users**" means the members of the Customer's staff whom the Customer permits to use the Service.
- "**Service**" means the software product or online service identified in the Order Form, together with any related Documentation.
- "**Confidential Information**" has the meaning given in clause 17.
- "**Customer Data**" means all data and content that the Customer or its Authorised Users enter into, or generate through, the Service, including data relating to pupils and staff.
- "**Documentation**" means any user guides or help materials we make available for the Service.
- "**DPA**" means the data processing agreement between the parties governing our processing of personal data within the Service.
- "**Fees**" means the charges for the Service as set out in the Order Form.
- "**Order Form**" means the order, quotation or sign-up document agreed between the parties that records the commercial details of the Customer's subscription, including the Fees, the Subscription Term and any user limits.
- "**Subscription Term**" means the initial subscription period set out in the Order Form and any Renewal Term.
- "**Renewal Term**" means each further period for which the Agreement renews under clause 15.
- "**Data Protection Law**" has the meaning given in the DPA.

1.2 A reference to a statute or statutory provision is a reference to it as amended or re-enacted from time to time. The words "including", "for example" and similar expressions do not limit what comes before them. Clause headings are for convenience only and do not affect interpretation.

2. The Agreement and order of precedence

2.1 The Agreement is made up of these Terms, the Order Form and the DPA, which together form the whole agreement for the Customer's use of the Service. These Terms are the "Principal Agreement" referred to in the DPA.

2.2 If there is a conflict between them, the following order of precedence applies: (a) the DPA, in respect of the processing of personal data; (b) the Order Form, in respect of the commercial details it records; and (c) these Terms, for everything else.

3. Licence to use the Service

3.1 We grant the Customer a non-exclusive, non-transferable right for the Customer and its Authorised Users to access and use the Service during the Subscription Term, for the Customer's internal educational and administrative purposes.

3.2 The Service is a staff-only platform. Only Authorised Users, who are members of the Customer's staff, have accounts; pupils do not log in to or access the Service.

3.3 The Customer must not allow anyone other than its Authorised Users to use the Service, and is responsible for use of the Service under its account.

4. User accounts

4.1 The Customer is responsible for setting up and managing its Authorised Users' accounts, and for keeping account details accurate and up to date.

4.2 Each account is for a named individual. Authorised Users must keep their login credentials confidential and must not share them. We support two-factor authentication and recommend that it is enabled.

4.3 The Customer is responsible for all activity that takes place under its accounts, and must tell us promptly if it suspects any unauthorised access.

5. Acceptable use

5.1 The Customer must not, and must ensure that its Authorised Users do not:

- use the Service unlawfully or for any unlawful purpose;
- upload or store content that is unlawful or that infringes the rights of others;
- attempt to gain unauthorised access to the Service or its underlying systems, or interfere with its security;
- copy, modify, reverse-engineer or decompile the Service, except to the extent the law does not allow this to be prevented;
- resell, sublicense or make the Service available to any third party (other than its Authorised Users);
- introduce any malware or other harmful code; or
- use the Service in a way that disrupts it or places an unreasonable load on it.

5.2 We may act under clause 14 (Suspension) if we reasonably consider that these rules have been breached.

6. Customer responsibilities

6.1 The Customer is responsible for:

- ensuring it has the right, and a lawful basis, to enter the Customer Data into the Service (the Customer is the controller of the personal data within it, as set out in the DPA);
- the accuracy and content of the Customer Data;
- ensuring that its Authorised Users comply with the Agreement; and
- obtaining and maintaining the devices, software and internet connection needed to use the Service.

6.2 The DPA governs the parties' respective data protection responsibilities.

7. Fees and payment

7.1 The Customer shall pay the Fees set out in the Order Form. Unless the Order Form says otherwise, Fees are payable annually in advance.

7.2 We will invoice the Customer, and invoices are payable within 30 days of the invoice date. We can quote a purchase order number on our invoice where the Customer requires one.

7.3 All Fees are exclusive of VAT, which will be added where it applies.

7.4 If an undisputed invoice is not paid by its due date, we may charge interest under the Late Payment of Commercial Debts (Interest) Act 1998, and we may suspend the Service under clause 14.

7.5 We may change the Fees with effect from a Renewal Term by giving the Customer at least 60 days' written notice before the end of the current Subscription Term.

8. Intellectual property

8.1 We (and our licensors) own all intellectual property rights in the Service, the Documentation and our branding. Nothing in the Agreement transfers any of those rights to the Customer, other than the limited right to use the Service set out in clause 3.

8.2 The Customer owns all intellectual property rights in the Customer Data. Clause 9 sets out how we may use it.

8.3 If the Customer gives us feedback or suggestions about the Service, we may use them to improve the Service without any obligation or payment to the Customer.

8.4 The Service may include open source software components, which are licensed under their own terms. Those terms prevail over the Agreement to the extent of any conflict, but only in relation to the open source components concerned.

9. Customer Data

9.1 As between the parties, the Customer owns all Customer Data.

9.2 We will process the personal data within the Customer Data only in accordance with the DPA and the Customer's instructions.

9.3 We will not use Customer Data to train, develop or improve any artificial intelligence or machine learning model.

9.4 We may generate and use aggregated and anonymised statistics about use of the Service — which do not identify the Customer, any pupil or any individual — to operate, maintain, improve and develop the Service.

9.5 Customer Data is hosted in the United Kingdom. Further detail on hosting, security and any international transfers is set out in the DPA.

10. Availability and maintenance

10.1 We will use reasonable endeavours to keep the Service available, but we do not guarantee that it will be available without interruption or that it will be error-free.

10.2 We may carry out scheduled maintenance, and will use reasonable endeavours to give the Customer advance notice where it is likely to cause significant disruption. We may carry out emergency maintenance, for example to address a security issue, without notice.

11. Support

11.1 We provide support by email and any other channels stated on the Order Form or our website.

11.2 We will use reasonable endeavours to respond to support requests promptly. Support is generally provided during business hours on working days in England and is oriented around the school term.

11.3 We do not guarantee specific response or resolution times.

12. Changes to the Service

12.1 We may modify, improve, replace or remove features of the Service from time to time, provided that we will not materially reduce the overall functionality of the Service during an active Subscription Term.

12.2 We may deploy updates, bug fixes and security improvements at any time, and without notice where appropriate.

13. Accessibility

13.1 We will use reasonable endeavours to make the Service accessible, having regard to recognised accessibility standards (such as the Web Content Accessibility Guidelines (WCAG) 2.2 Level AA), and we publish an Accessibility Statement on our website. We do not warrant that the Service will meet every accessibility requirement of every user.

14. Suspension

14.1 We may suspend the Service, in whole or in part, if:

- we reasonably believe there is a security risk to the Service or to the Customer Data;
- we are required to do so to comply with the law or a regulator;
- the Customer or an Authorised User is in material breach of the Agreement, including the acceptable use rules in clause 5; or

- the Customer has not paid an undisputed invoice by its due date and has not paid within a reasonable period after we ask it to.

14.2 We will give the Customer notice of any suspension where it is practical and lawful to do so, will limit the suspension to what is reasonably necessary, and will restore the Service promptly once the reason for suspension has been resolved.

15. Term and termination

15.1 The Agreement starts on the start date set out in the Order Form and continues for the initial Subscription Term.

15.2 The Agreement then renews automatically for successive Renewal Terms of 12 months each, unless either party gives at least 30 days' written notice, before the end of the current term, that it does not wish to renew.

15.3 Either party may terminate the Agreement immediately by written notice if the other party:

- is in material breach of the Agreement and, where the breach can be put right, fails to do so within 30 days of being asked to in writing; or
- becomes insolvent, is unable to pay its debts as they fall due, or ceases (or threatens to cease) to carry on business.

15.4 We may terminate the Agreement on notice if we are required to do so by law, or if we permanently cease to provide the Service, in which case we will give the Customer as much notice as is reasonably practical and refund any Fees paid for the period after termination.

15.5 Neither party may terminate the Agreement for convenience during a Subscription Term. The Customer may instead choose not to renew under clause 15.2.

16. Effect of termination

16.1 On termination or expiry of the Agreement:

- the Customer's right to use the Service ends;
- any Fees owed up to the date of termination become due; and
- each party will, on request, return or destroy the other's Confidential Information, subject to clause 16.2.

16.2 The return and deletion of personal data within the Customer Data is dealt with under the DPA, including the period during which the Customer may export its data. We will provide reasonable assistance to help the Customer export its Customer Data in a commonly used format before it is deleted.

16.3 Termination does not affect any rights or liabilities that have already arisen. Clauses that by their nature should survive termination (including clauses 8, 9, 16, 17, 19, 20, 23, 24 and 25) continue to apply.

17. Confidentiality

17.1 "**Confidential Information**" means non-public information disclosed by one party to the other that is marked as confidential or that a reasonable person would treat as confidential, including the terms of the Order Form and our pricing and non-public product information.

17.2 Each party will keep the other's Confidential Information confidential, use it only for the purposes of the Agreement, and not disclose it except to its staff and professional advisers who need it and who are bound by similar obligations of confidence.

17.3 These obligations do not apply to information that: is or becomes public other than through a breach of the Agreement; was already lawfully known to the receiving party; is independently developed without using the other party's Confidential Information; or is required to be disclosed by law or a regulator, including under clause 18.

17.4 Personal data is dealt with under the DPA rather than this clause.

17.5 The confidentiality obligations in this clause continue after termination of the Agreement.

18. Freedom of Information

18.1 We acknowledge that the Customer may be subject to the Freedom of Information Act 2000 or the Environmental Information Regulations 2004, and may receive requests for information that relate to the Service.

18.2 We will provide the Customer with reasonable assistance to help it respond to such requests. The Customer will, where it can, consult us before disclosing any of our Confidential Information, but the Customer remains responsible for deciding what it is required to disclose under the law.

19. Warranties and disclaimers

19.1 We warrant that we will provide the Service with reasonable skill and care.

19.2 The warranty in clause 19.1 is the only warranty we give in relation to the Service. To the fullest extent permitted by law, all other terms, conditions and warranties, whether express or implied by statute, common law or otherwise — including any implied term that the Service is of satisfactory quality, fit for a particular purpose or will meet the Customer's specific requirements — are excluded from the Agreement.

19.3 We do not warrant that the Service will be uninterrupted or error-free.

20. Limitation of liability

20.1 Nothing in the Agreement limits or excludes either party's liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; or anything else that cannot lawfully be limited or excluded.

20.2 Subject to clause 20.1, neither party is liable to the other for any loss of profit, revenue, business, goodwill or anticipated savings, or for any indirect or consequential loss, in each case whether arising in contract, tort (including negligence) or otherwise.

20.3 Subject to clauses 20.1 and 20.4, each party's total liability arising out of or in connection with the Agreement is limited to the total Fees paid by the Customer in the 12 months immediately before the event giving rise to the claim.

20.4 The cap in clause 20.3 does not apply to the Customer's obligation to pay the Fees.

20.5 These limitations and exclusions apply to the Agreement as a whole, including to liability under the DPA, as the DPA provides.

21. Force majeure

21.1 Neither party is liable for any delay or failure to perform its obligations (other than an obligation to pay) caused by events beyond its reasonable control, including power or internet failures, acts of government, or failures of third-party infrastructure providers. The affected party will tell the other as soon as is practical and will take reasonable steps to reduce the effect. If the event continues for more than 60 days, either party may terminate the Agreement on written notice.

22. Assignment

22.1 Neither party may assign or transfer the Agreement without the other's prior written consent, which will not be unreasonably withheld.

22.2 We may, however, assign or transfer the Agreement to a member of our group or to a buyer of our business or of the assets relating to the Service, on written notice to the Customer.

22.3 The Customer may assign or transfer the Agreement without our consent where responsibility for the school passes to another body — for example, on a merger, academy conversion, transfer between trusts, multi-academy trust reorganisation or other statutory transfer — provided the Customer gives us written notice.

23. General

23.1 **Notices.** Notices under the Agreement must be in writing and sent to the contractual contact in the Order Form, or to another address that party has notified for this purpose (and, for us, to the email address we use for the Customer's account or to our registered office). Notices may be given by email, including notices relating to termination or breach. A notice is treated as received on the next working day after it is sent, unless there is evidence that it was not delivered.

23.2 **Variation.** We may update these Terms from time to time. Any updated version will apply only from the start of the next Renewal Term, unless the parties expressly agree otherwise. We will make the updated Terms available before they take effect. Any other variation must be agreed in writing.

23.3 **Waiver.** A failure or delay in enforcing a right is not a waiver of that right.

23.4 **Severance.** If any provision of the Agreement is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

23.5 **No partnership.** Nothing in the Agreement creates a partnership, joint venture or agency between the parties.

23.6 **Third parties.** A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23.7 **Counterparts.** The Order Form may be signed in counterparts, including by electronic signature.

24. Entire agreement

24.1 The Agreement is the entire agreement between the parties relating to the Service and replaces any earlier discussions, representations or arrangements between them.

24.2 Each party agrees that it has not relied on any statement that is not set out in the Agreement. This clause does not limit any liability for fraud.

24.3 Any purchase order, procurement portal, supplier onboarding form or other document issued by the Customer is for the Customer's administrative convenience only. No terms in such a document amend or form part of the Agreement unless we expressly agree to them in writing.

25. Governing law and jurisdiction

25.1 The Agreement, and any dispute or claim arising out of or in connection with it, are governed by the law of England and Wales.

25.2 The courts of England and Wales have exclusive jurisdiction.