



TERMS AND CONDITIONS

Please read this agreement carefully before accessing or using any of the resources available on the Language Angels Home School website.

These Terms and Conditions are designed to ensure that you and your children have a safe and enjoyable experience with Language Angels. The information and services on this website are provided by Language Angels Home School subject to your agreement to the Terms and Conditions below.

ACCESS

Subscribing will entitle you to access and use Language Angels Home School lessons and resources. You should not share your login details with other parties or users. Under no circumstances are you permitted to sell or give your user login details to other potential users – for financial gain or not. The registered member for an account is responsible for ensuring that these Terms and Conditions are complied with. Users agree to be bound by these Terms and Conditions. You will promptly notify us of any known or suspected unauthorised use(s) of your account, or any known or suspected breach of security, including loss, theft, or accidental disclosure of your username and password.

SUBSCRIPTION FEES & RENEWAL

All subscriptions will be pre-paid. Once your subscription purchase payment has been approved your account will be activated for immediate use. Language Angels Home School reserves the right to change the amount of any fees or charges for the online products and services it provides, and to institute new fees by posting such changes on this website. **Language Angels Home School will not automatically renew your subscription when it runs out. It is your responsibility to renew your subscription before its expiry date.** You will be advised to renew your subscription at least two weeks before your account is due to expire. We cannot prioritise or fast-track any renewal application as our policy is to process applications on a first-come first-served basis to warrant an equal and fair level of service.

REFUND POLICY

Should you want or need to cancel a subscription we offer a 30-day refund guarantee. If, for any reason, you wish to cancel your subscription and / or purchase you must inform us via email within 30-days of your purchase payment date. You can email us at support@languageangels.com stating your name, user name, subscription email address and the reason for your cancellation request. Upon receipt of your cancellation request we will issue a refund using the same payment method which was used to make payment to us.

Please note that we cannot and will not accept any cancellation of subscription or request for refund if they are received after 30-days have passed since your purchase payment date.

LOGIN DETAILS

Your access to the service is by username and password. **Your login details should not be shared with anyone nor should they be displayed publicly (e.g. on a school website, forum or blog).** Once your login details are issued it is your responsibility to keep a record of them. You may not select a username that we, in our sole discretion, deem inappropriate, offensive or easy to guess. You are responsible for maintaining the confidentiality of your username and password, and you will be responsible for all uses

of your username and password, whether or not authorised by you. When renewing a subscription, a new password may have to be selected in order to prevent unauthorised access of your account.

COPYRIGHTS

All materials contained on the Language Angels Home School website (as well as the organisation, colour scheme and layout of the site), are owned and copyrighted by Language Angels. This means that you may only view or download material from the website for your or your child's own use provided that you maintain all copyright and other proprietary notices. Modification of the materials or use of the materials for any other purpose is strictly prohibited. **No part of the website can be copied, cached or made accessible through links from a website or Intranet. Linking to any page other than the index page (www.languageangels.com) constitutes a breach of our Terms and Conditions.**

CHANGES TO THE SITE

Language Angels Home School may make improvements or changes in the information, services, products, and other materials on their website, or terminate the service or part of the service, at any time without notice. Language Angels Home School may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. Accordingly, you agree to review the agreement periodically, and your continued access or use of this site shall be deemed your acceptance of the modified agreement.

LINKS TO THIRD PARTY SITES

The Language Angels Home School website may include links to other Internet sites solely as a convenience to users. Although these sites have been reviewed, Language Angels Home School does not endorse them and is not responsible for the information, material, products or services they contain. If users believe any of these sites contain inappropriate material, they must immediately inform Language Angels.

DISCLAIMERS

Language Angels Home School strives to keep the information on this site accurate, complete, and up-to-date. However, errors and omissions do occur and you should not take the accuracy of the information for granted. Language Angels Home School aims to correct reported errors within 24 hours. All content and other materials published or otherwise made available through Language Angels Home School are provided "as is" and "as available" and without warranties of any kind, including suitability to a particular purpose. Because of the nature of the service, Language Angels Home School does not warrant that it will be uninterrupted and available at all times. We will not be liable if we are unable to perform our obligations under these Terms and Conditions due to the failure of any machine, data processing system or transmission link or to any circumstances beyond our control. Because we do not have control over your local Internet connection and computer specifications and settings, we make no warranty or representation that you will be able to access all parts of the website reliably. Technical support and advice should be sought from your ISP provider or IT technician **before** you subscribe to the service to make sure that your network and Internet connection meet the technical requirements.

REMEDIES FOR BREACH

In the event that Language Angels Home School determines, in its sole discretion, that you have breached any portion of these Terms and Conditions, or have otherwise demonstrated inappropriate conduct, Language Angels Home School reserves the right to suspend or terminate your account with Language Angels Home School and/or any other Language Angels Home School related service. We may terminate your account at any time without prior notice if you commit a breach of these Terms and Conditions. No compensation or refund will be issued in these instances.

PRIVACY

Language Angels Home School is committed to protecting the privacy of its members and does not share personally identifiable information with third parties. **PLEASE NOTE: We do not store customer credit card details.**

TERMS OF USE

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and Wales. If these Terms and Conditions are not accepted in full, you should not access or use the service.



Data Protection & Privacy Policy

This privacy policy applies between you, the User of this Website and Nubridge Publishing Limited (t/a Language Angels Home School), the owner and provider of this Website. Nubridge Publishing Limited (t/a Language Angels Home School) takes the privacy of your information very seriously. This privacy policy applies to our use of any and all Data collected by us or provided by you in relation to your use of the Website. **Please read this data protection & privacy policy carefully.**

Definitions and interpretation

1. In this data protection & privacy policy, the following definitions are used:

Data	collectively all information that you submit to Nubridge Publishing Limited (t/a Language Angels Home School) via the Website. This definition incorporates, where applicable, the definitions provided in the General Data Protection Regulation 2018;
Nubridge Publishing Limited (t/a Language Angels Home School), or us	Nubridge Publishing Limited (the owner of the Language Angels Home School brand and trademark), a company incorporated in England and Wales with registered number 07024732 whose registered office is at 16 Wolstonbury, Woodside Park, London, N12 7BA;
User or you	any third party that accesses the Website and is not either (i) employed by Nubridge Publishing Limited and acting in the course of their employment or (ii) engaged as a consultant or otherwise providing services to Nubridge Publishing Limited and accessing the Website in connection with the provision of such services; and
Website	the website that you are currently using, www.languageangels.com , and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2. In this privacy policy, unless the context requires a different interpretation:

- a. the singular includes the plural and vice versa;
- b. references to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this privacy policy;

- c. a reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "including" is understood to mean "including without limitation";
- e. reference to any statutory provision includes any modification or amendment of it;
- f. the headings and sub-headings do not form part of this privacy policy.

Scope of this data protection & privacy policy

- 3. This privacy policy applies only to the actions of Nubridge Publishing Limited and Users with respect to this Website. It does not extend to any websites that can be accessed from this Website including, but not limited to, any links we may provide to social media websites.

Data collected

- 4. We may collect the following Data, which includes personal Data, from you:
 - a. Name
 - b. Job Title
 - c. Contact Information such as email addresses and telephone numbers
 - d. in each case, in accordance with this privacy policy.

Our use of Data

- 5. For purposes of the General Data Protection Regulation 2018, Nubridge Publishing Limited is the "data controller".
- 6. We will retain any Data you submit for as long as you maintain your subscription to use Language Angels Home School resources through the Website. Your Data will be deleted from the Website any time after 12 months have passed from the lapsing of your Language Angels Home School subscription.
- 7. Unless we are obliged by law to do so, **your Data will NOT be disclosed to third parties**. This includes our affiliates and / or other companies within our group.
- 8. All personal Data is stored securely in accordance with the principles of the General Data Protection Regulations 2018. For more details on security see the clause below (**Security**).
- 9. Any or all of the above Data is stored and may be used for the following reasons:
 - a. internal record keeping;
 - b. pupil names, class names, pupil foreign language assessment scores, PDF scans of pupil work and audio and video recordings of pupil work are stored so that teachers that access the Website using your school login details can access this data (only the data that relates to your school) and generate reports from it. Teachers will only be able to access data that relates to the school associated with the login details they have used to access the Website. Any or all data that you / your teachers upload to the Website is stored on our dedicated and secure servers and is fully encrypted at point of upload, storage and download.;

in each case, in accordance with this privacy policy.

Third party websites and services

10. Nubridge Publishing Limited may, from time to time, employ the services of other parties for dealing with certain processes necessary for the operation of the Website. The providers of such services do **not** have access to certain personal Data provided by Users of this Website.

Links to other websites

11. This Website may, from time to time, provide links to other websites. We have no control over such websites and are not responsible for the content of these websites. This privacy policy does not extend to your use of such websites. You are advised to read the privacy policy or statement of other websites prior to using them.

Changes of business ownership and control

12. Nubridge Publishing Limited may, from time to time, expand or reduce our business and this may involve the sale and/or the transfer of control of all or part of Nubridge Publishing Limited. Data provided by Users will, where it is relevant to any part of our business so transferred, be transferred along with that part and the new owner or newly controlling party will, under the terms of this privacy policy, be permitted to use the Data for the purposes for which it was originally supplied to us.

13. We may also disclose Data to a prospective purchaser of our business or any part of it.

14. In the above instances, we will take steps with the aim of ensuring your privacy is protected.

Controlling use of your Data

15. Wherever you are required to submit Data, you will be given options to restrict our use of that Data. This may include the following:

16. use of Data for direct marketing purposes; and

17. sharing Data with third parties.

Functionality of the Website

18. To use all features and functions available on the Website, you may be required to submit certain Data.

Accessing your own Data

19. You have the right to ask for a copy of any of your personal Data held by Nubridge Publishing Limited (where such Data is held) without incurring any financial charge.

Security

20. Data security is of great importance to Nubridge Publishing Limited and to protect your Data we have put in place suitable physical, electronic and managerial procedures to safeguard and secure Data collected by us.

21. Electronic Data is stored on secure, protected and encrypted servers managed and monitored by specialist server hosting companies.
22. Any Data received at our offices is stored securely and is not removed from the office premises. Once it has been processed, any physical copies are shredded and subsequently disposed of via a professional shredding and disposal service.
23. If password access is required for certain parts of the Website, you are responsible for keeping this password confidential.
24. We endeavour to do our best to protect your personal Data. Transmission of information over the internet is not entirely secure and is done at your own risk.

General

25. You may not transfer any of your rights under this privacy policy to any other person. We may transfer our rights under this privacy policy where we reasonably believe your rights will not be affected.
26. If any court or competent authority finds that any provision of this privacy policy (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this privacy policy will not be affected.
27. Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
28. This privacy policy is governed by and interpreted according to English law. All disputes arising under this privacy policy are subject to the exclusive jurisdiction of the English courts.

Changes to this privacy policy

29. Nubridge Publishing Limited reserves the right to change this privacy policy as we may deem necessary from time to time or as may be required by law. Any changes will be immediately posted on the Website and you are deemed to have accepted the terms of the privacy policy on your first use of the Website following the alterations.

You may contact Nubridge Publishing Limited (t/a Language Angels Home School) by telephone on 020 8446 5171 or by email at support@languageangels.com.



Cookie Policy for Language Angels

This is the Cookie Policy for Language Angels, accessible from www.languageangels.com.

What Are Cookies?

As is common practice with almost all professional websites this site uses cookies, which are tiny files that are downloaded to your computer, to improve your experience. This page describes what information they gather, how we use it and why we sometimes need to store these cookies. We will also share how you can prevent these cookies from being stored however this may downgrade certain elements of the site's functionality.

How We Use Cookies

We use cookies for a variety of reasons detailed below. Unfortunately, in most cases, there are no industry standard options for disabling cookies without affecting the functionality and features they add to this site. It is recommended that you leave on all cookies if you are not sure whether you need them or not in case they are used to provide a service that you use.

Disabling Cookies

You can prevent the setting of cookies by adjusting the settings on your browser (see your browser Help for how to do this). Be aware that disabling cookies will affect the functionality of this and many other websites that you visit. Disabling cookies will usually result in also disabling certain functionality and features of this site. Therefore, it is recommended that you do not disable cookies.

The Cookies We Set

Account related cookies

If you create an account with us, then we will use cookies for the management of the signup process and general administration. These cookies will usually be deleted when you log out however, in some cases, they may remain afterwards to remember your site preferences.

Login related cookies

We use cookies when you are logged in so that we can remember this fact. This prevents you from having to log in every single time you visit a new page. These cookies are typically removed or cleared when you log out to ensure that you can only access restricted features and areas when logged in.

Third Party Cookies

In some special cases we also use cookies provided by trusted third parties. The following section details which third party cookies you might encounter through this site.

This site uses Google Analytics which is one of the most widespread and trusted analytics solution on the web for helping us to understand how you use the site and ways that we can improve your experience. These cookies may track things such as how long you spend on the site and the pages that you visit so we can continue to produce engaging resources and content.

For more information on Google Analytics cookies, see the official Google Analytics page.

More Information

Hopefully that has clarified things for you and, as was previously mentioned, if there is something that you aren't sure whether you need or not, it's usually safer to leave cookies enabled in case it does interact with one of the features you use on our site.

If you are still looking for more information, you can contact us through one of our preferred contact methods:

Email: support@languageangels.com

Phone: (+44) 208 446 5171

USER LICENCE AGREEMENT

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE RESOURCE MATERIALS.

This licence agreement (**Licence**) is a legal agreement between you (**Licensee or you**) and Language Angels Home School (a brand of Nubridge Publishing Limited) of 33 – 35 Daws House, Daws Lane, London NW7 4SD (**Licensor or we**) for this product (**Resource Material**), which includes computer software and electronic resources (**Software**) and printed / printable materials.

BY USING THIS RESOURCE MATERIAL YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU, YOUR EMPLOYEES AND/OR YOUR PUPILS. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE RESOURCE MATERIAL TO YOU AND YOU MUST CEASE TO USE IT IMMEDIATELY.

1. GRANT AND SCOPE OF LICENCE

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, we hereby grant to you a non-exclusive, non-transferable licence to use the Resource Material and the Software in the UK on the terms of this Licence.
- 1.2 You may:
- (a) install and use the Software for your personal / family use only.

2. LICENSEE'S UNDERTAKINGS

- 2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:
- (a) not to copy the Software or Resource Material except where such copying is incidental to normal use;
 - (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Resource Material;
 - (c) not to make alterations to, or modifications of, the whole or any part of the Resource Material or Software nor permit the Resource Material and Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (d) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the Software with another software program;
 - (ii) is not disclosed or communicated without the Licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it; and
 - (iii) is not used to create any software which is substantially similar to the Software;
 - (e) to supervise and control use of the Resource Material and ensure that the Resource Material is used in accordance with the terms of this Licence including any agreed number of users;
 - (f) to include the copyright notice of the Licensor on all entire and partial copies of the Resource Material in any form;
 - (g) not to provide, or otherwise make available, the Resource Material in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from the Licensor;

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Software and the Resource Material throughout the world belong to the Licensor, that rights in the Resource Material are licensed (not sold) to you, and that you have no rights in, or to, the Software or the Resource Material other than the right to use them in accordance with the terms of this Licence.
- 3.2 You acknowledge that the Resource Material has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Resource Material meet your requirements.

4. LICENSOR'S LIABILITY

- 4.1 Nothing in this Licence shall exclude or in any way limit the Licensor's liability for fraud, or for death and personal injury caused by its negligence, or any other liability to the extent that it cannot be excluded or limited as a matter of law.
- 4.2 Subject to condition 4.1 the Licensor shall not be liable under or in connection with this Licence or any collateral contract for:
- (a) loss of income;
 - (b) loss of business profits or contracts;
 - (c) business interruption;
 - (d) loss of the use of money or anticipated savings;
 - (e) loss of information;
 - (f) loss of opportunity, goodwill or reputation;
 - (g) loss of, damage to or corruption of data; or
 - (h) any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this condition 4.2 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of condition 3 or any other claims for direct financial loss that are not excluded by any of categories (a) to (h) inclusive of this condition 4.2.

- 4.3 Subject to condition 4.1 and condition 4.2, the Licensor's maximum aggregate liability under or in connection with this Licence, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall be limited to a sum equal to the Licence Fee or Subscription Fee.
- 4.4 This Licence sets out the full extent of the Licensor's obligations and liabilities in respect of the supply of the Software and Resource Material. In particular, there are no conditions, warranties, representations or other terms, express or implied, that are binding on the Licensor except as specifically stated in this Licence. Any condition, warranty, representation or other term concerning the supply of the Software and Resource Material which might otherwise be implied into, or incorporated in, this Licence, or any collateral contract, whether by statute, common law or otherwise, is hereby excluded to the fullest extent permitted by law.

5. TERMINATION

- 5.1 The Licensor may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 3 days after the service on you of written notice requiring you to do so.
- 5.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence;
 - (c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence; and
 - (d) you must immediately delete or remove the Resource Material and Software from all computer equipment in your possession and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Resource Material and Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.

6. TRANSFER OF RIGHTS AND OBLIGATIONS

- 6.1 This Licence is binding on you and us and on our respective successors and assigns.
- 6.2 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.
- 6.3 The Licensor may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of his rights or obligations arising under it, at any time during the term of the Licence.

7. WAIVER

- 7.1 If the Licensor fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if the Licensor fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 7.2 A waiver by the Licensor of any default shall not constitute a waiver of any subsequent default.
- 7.3 No waiver by the Licensor of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

8. SEVERABILITY

- 8.1 If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

9. ENTIRE AGREEMENT

- 9.1 This Licence and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Resource Material and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 9.2 We each acknowledge that, in entering into this Licence, neither of us has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.
- 9.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Licence (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in this Licence.

10. LAW AND JURISDICTION

This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.