

Verdant

Terms and Conditions

Welcome to Verdant Academic Ltd.

Thank you for using our products and services ("Services"). The Services are provided by Verdant Academics Ltd, located at Schoolhouse Yard, Bloomfield Road, London, England, SE18 7JD.

By using our Services, you are agreeing to these terms. Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.verdant-academic.co.uk> website, any associated mobile applications, associated online services (the "Service" or "Services") and/or any digital products, programmes or other media/content (the "Product" or "Products") operated by Verdant Academic Ltd ("us", "we", or "our") or by 3rd-party subcontractors ("3rd Party" or "Subcontractor") as and when named below. Where referral or deferral to 3rd-party Terms and Conditions is necessary, this will be clearly indicated.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services and/or Products, and those additional terms become part of your agreement with us if you use those services/products.

Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer notice, and any or all Agreements: "Client", "You" and "Your" refer to you, the person accessing our Services and Products and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us" refer to our Company. "Party", "Parties" or "Us" refers to both the Customer and ourselves, or either the Customer or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether through formal meetings of a fixed duration, or by any other means, with the express purpose of meeting the Client's needs in terms of providing the Company's declared services/products, in accordance with and subject to applicable UK laws. Any use of the above terminology or other words in the singular, plural, capital letters and/or plural, and/or these terms, is considered interchangeable and therefore a reference to them.

Using our Services/Products

You must follow any policies made available to you within the Services/Products. Don't misuse our Services/Products. For example, don't interfere with our Services/Products or try to access them using a method other than the interface and the instructions that we provide and permit in writing. You may use our Services/Products only as permitted by law, including applicable export and re-export control laws and regulations. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services/Products. Don't remove, obscure, or alter any legal notices displayed in or along with our Services/Products.

In connection with your use of the Services/Products, we may send you service announcements, administrative messages, and other information. You may opt out of some of those communications.

Some of our Services/Products are available on mobile devices. Do not use such Services/Products in a way that distracts you and prevents you from obeying traffic or safety laws.

Privacy Statement

We are committed to protecting your privacy. Verdant Academics Ltd's privacy policies explain how we treat your personal data and protect your privacy when you use our Services/Products. By using our Services/Products, you agree that Verdant Academics Ltd can use such data in accordance with our privacy policies.

Only authorised employees within the company who, in the course of their duties, can access and use information collected from individual customers.

We are constantly reviewing our systems and data to ensure the best possible service to our customers. Government authorities have created specific offences for unauthorised actions against computer systems and data. We will investigate such actions with a view to bringing legal action and/or civil action for damages against those responsible.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, email address, name of organisations .

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring monthly or annual basis as specified by us and/or 3rd-party subcontractors and agreed to by you prior to any purchase taking place.

Software in our Services

When a Service/Product requires or includes downloadable or streamable software, this software may or may not update automatically on your interface system once a new version or feature is available. Whether a service/product will update automatically or whether an update process needs to be completed manually, as well as by whom, will be clearly communicated in writing to you

Verdant Academics Ltd gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive licence to use the Services/Products provided to you by Verdant Academics Ltd as part of the Services/Products. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services/Products as provided by Verdant Academics Ltd, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software - unless specified otherwise under the explicit term of a separate contract agreement, nor may you reverse engineer or attempt to extract the source code of any software, be it whole or component of our Product, unless laws prohibit these restrictions or you have our written permission to do so. Where the Service/Product includes in the entirety or in part, the intellectual property of a 3rd Party, the 3rd Party's Terms and Conditions regarding use of the Service/Product in question shall apply in full, in addition to the Terms and Conditions outlined in the present document.

Bespoke Content Development

Scope of Services

Adaptation

Involves the conversion of existing educational resources (e.g., documents and presentations) into LMS/VLE compatible formats with minimal additions in terms of bespoke content. This service does include bespoke design elements in line with the client's brand guidelines.

Adaptation Plus

As above but includes:

- Enhancement of client's existing resources with original visual elements such as graphic organisers, interactive features for guided discovery, and Problem-Based Learning tools.
- Additional development costs and timelines apply to incorporate features, such as but not limited to, 3D explorable elements, storylines, and scenarios.

Complete Bespoke Service

Tailored content development starting from assessment outcomes to create a comprehensive package including specifications, content, interactivity, gamification, visuals, 3D elements, and in-built assessment materials.

Additional Costs and Timelines

Any added features beyond the basic adaptation will incur extra development costs and extended timelines. Clients will be provided with transparent and detailed cost breakdowns.

Online Platform Provision

Offering an online platform for the developed content is an optional service incurring an additional cost. The client is responsible for specifying their platform requirements.

Transparent Communication

Verdant Academics Ltd is committed to transparently communicating any additional costs associated with project expansions or changes. Projects evolving organically to include more customised content will be subject to

supplementary charges, with all adjustments discussed openly with the client.

Client Responsibilities

The client is responsible for providing necessary materials for adaptation or specifying requirements for the bespoke service.

Any delays in client-provided materials or approvals may affect project timelines and may result in additional costs.

Payment Terms

For non-project Services/Products, payment is expected 30 days following invoicing.

For projects, milestones will be clearly outlined in the project proposal in the form of a Service Agreement and Statement of Work document (SoW). Milestone reports are usually accompanied by an invoice for payment against the deliverables associated with the milestone. Verdant Academics Ltd reserves the right to withhold deliverables until the corresponding payments are received.

For sizeable projects and/or projects that involve a significant amount of bespoke content creation, an initial deposit of up to 50% may be required.

Intellectual Property

Upon full payment, there are a number of possible outcomes regarding Intellectual Property depending on the Service/Product the client has opted for. In cases where the client gains ownership over the Intellectual Property of the developed content, Verdant Academics Ltd retains the right to reuse non-client-specific elements for future projects unless an alternative agreement is made in writing. Please see below for further details.

Confidentiality

Verdant Academic Ltd d agrees to implement and maintain appropriate measures to safeguard the confidentiality of the information obtained during surveying, scanning, or through digital facsimiles. These measures shall include, but are not limited to, the use of secure storage, restricted access, and encryption where applicable. In the event that a 3rd-party subcontractor is involved in storing this information, Verdant Academic Ltd will take appropriate action to ensure that the 3rd Party implements adequate safeguards but cannot accept liability for any unauthorised access or disclosure resulting from the actions or negligence of the 3rd-party subcontractor. It is understood that Verdant Academic Ltd shall undertake a diligent selection process when engaging subcontractors, verifying their capabilities and commitment to maintaining the confidentiality and security of the information. Despite these precautions, should any unauthorised access or disclosure occur, Verdant Academic Ltd will promptly notify the Client and take reasonable steps to mitigate the impact of such breach. This provision emphasises Verdant Academic Ltd's commitment to securing confidential information while recognising the inherent risks associated with third-party involvement in information storage.

Both parties agree to keep all project-related information confidential unless agreed otherwise in writing. In instances where you, the client, require the incorporation of your own proprietary content (audio-visual assets, 3D design objects etc) Verdant Academics Ltd will submit to a Non-Disclosure Agreement prior to work commencing.

By engaging with Verdant Academics Ltd for E-Learning Content Development services, the client agrees to these terms and conditions. Any modifications to this agreement must be made in writing and mutually agreed upon by both parties.

Modes of Access to Our Services/Products

Manual Sharing

This mode refers to the act of us transferring the file of the Service/Product to you in a format of your choice (examples of this include but are not limited to, AICC, SCORM 1.2, SCORM 2004, xAPI (Tin Can) and HTML5) via an online file-sharing service provided by a 3rd Party. As such, hosting of this data is subject to the 3rd Party's Terms and Conditions, Data Protection Policy and any other relevant policies regarding privacy. In-person transfer of files from a physical storage device to your system is possible for an additional fee.

Manual Sharing does not allow for automatic updates to be issued, nor is the update service free of charge. If you choose to take delivery of a Service/Product in this way, you will receive it "as-is" and any updates or modifications will involve the issuance of a new file or files which will necessitate a repetition of processes originally required to make the Service/Product available for use. Issuance of the updates will be subject to costs according to the amount of new content required.

With manual sharing the client receives all or partial amounts of the "source code" of the content. For this reason, an intellectual property buy-out fee will apply. Please see Paragraph 20 for further details pertaining to intellectual property and copyright.

Cloud Hosting

Via Online Portal

This refers to the mode of access whereby we host and maintain your Service(s)/Product(s) on the cloud and you access them via an online portal which is seamlessly integrated to your own LMS (Learning Management Software) or VLE (Virtual Learning Platform), assuming this a service you already have in place. Verdant Academic Ltd manages and maintains their cloud space, supported by their trusted 3rd-party contractors. As such, 3rd-party terms and conditions as well as policies will apply. Client portals are subject to usage fees, billed annually.

Cloud hosting allows us to automatically update your Service/Product remotely. This will be done by us as per your requirements and may be subject to charge. In addition, with this service we offer the simple update service (updates that do not require significant new content creation), free of charge.

Via SCORM Wrapper

Transfer of exported content with a SCORM wrapper feature is similar to the manual transfer method in that Verdant Academic Ltd supplies the client with a zip file to be uploaded to the client LMS/VLE. The additional feature of this method of access is that it allows us to maintain a link with the content. As such, we offer the simple update service

(updates that do not require significant new content creation), free of charge. Wrapped files are subject to expiry dates and require renewal purchasing.

Per-User Access

Verdant Academics Ltd offers per user access to online Services/Products through collaboration with a trusted 3rd-party subcontractor. In this collaboration Verdant Academics Ltd operates as a Reseller Partner and as such provide extensive but not absolute support and technical guidance in configuring the service/product on your behalf. Where necessary, you may be referred to the sub-contractor's technical support and/or customer services.

Multiple User Access

This mode involves the sale of access licences in the form of "seats" to Service(s)/Product(s) hosted on the Verdant Academics Ltd portal. Licences are purchased by the client en masse but are priced per user according to volume. Upon expiry of the licence, access is revoked and re-purchase is required. Users will be subject to a 3rd-party's Terms and Conditions and End User Agreement.

Single User Access

This mode involves the sale of an access licence in the form of a single "seat" to Service(s)/Product(s) hosted on the Verdant Academics Ltd portal. The licence may be in the form of a one-off time-limited cost or an ongoing subscription billed monthly or annually - subject to availability. If time-limited, upon expiry of the licence, access is revoked and re-purchase is required. Users will be subject to a 3rd-party's Terms and Conditions and End User Agreement.

Co-Marketing of Products

This term is used by us to refer to the process by which Products developed by us for a client can be marketed to 3rd-party purchasers for mutual financial benefit.

In the Co-Marketing model, intellectual property rights (including copyright) are shared equally between both parties, for the avoidance of doubt: Verdant Academics Ltd and the Client. This must be agreed in writing. Verdant Academics Ltd will market the Product and issue the Client royalty payments according to the written agreement. The platform for marketing the Product is provided by a 3rd party, whose Terms and Conditions as well as other policies will apply.

Disclaimer

Verdant Academic Ltd, a provider of E-learning content development services, offers its products and services with the understanding that users acknowledge and agree to comply with the terms and conditions outlined herein. While we strive to ensure the accuracy, completeness, and quality of our E-learning content, Verdant Academic Ltd disclaims any warranties, expressed or implied, regarding the suitability, reliability, or availability of our services for any particular purpose. Users are encouraged to review and use our E-learning content at their own discretion, recognizing that Verdant Academic Ltd shall not be held liable for any errors, omissions, or consequences arising from the use of our products or services. Errors that are brought to our attention and for which we are responsible, will be addressed to the client's satisfaction but to the extent that excludes entirely any transfer of liability from the client's 3rd-party users to Verdant Academic Ltd or its affiliate Verdant Resources Ltd. This disclaimer is subject to change, and users are advised to regularly check our Terms and Conditions for updates.

Non-Disintermediation

Provision

The client acknowledges and agrees that disintermediation, which refers to the act of directly engaging with any of our 3rd-party subcontractors, service providers, suppliers, or affiliates, without our involvement as an intermediary, is strictly prohibited by the Contract Agreement. Our role as an intermediary is an integral part of our business model and ensures the proper functioning of our services.

Exception

Exceptions to this disintermediation prohibition may be granted in writing, subject to the sole discretion of Verdant Academic Ltd. Such exceptions, if granted, will outline the specific terms, conditions, and limitations governing the direct engagement with our service providers, suppliers, or affiliates.

Consequences of Disintermediation

Violation of this disintermediation prohibition may result in the termination of the client's access to our services, products, or platforms. In such cases, any related fees, charges, or dues remain due and payable, and the client will not be entitled to any refunds or compensation.

Indemnification

The client agrees to indemnify and hold harmless Verdant Academic Ltd from any losses, damages, or liabilities arising from the client's actions or violations of this disintermediation clause.

Compliance with Applicable Laws

This disintermediation clause is subject to all applicable laws and regulations, and any provisions that conflict with or violate such laws and regulations shall be null and void.

Exclusions and Limitations

The information contained on this website is provided on an "as is" basis. To the fullest extent permitted by law, this company:

- excludes all representations and warranties with respect to this website and its content or that are or may be provided by affiliates or any other third party, including with respect to any inaccuracy or omission in this website and/or the Company's documentation; and
- excludes any liability for damages arising out of or in connection with your use of this website. Verdant Academic Ltd, and Verdant Academic Ltd's suppliers and distributors, will not be responsible for lost profits, revenues, or data, financial losses or indirect, special, consequential, exemplary, punitive damages or damage caused to your computer, computer software, systems and programs and data relating thereto or any other direct or indirect, consequential or incidental damages.

Liability for our Services

To the extent permitted by law, the total liability of Verdant Academic Ltd, and its suppliers and distributors, for any claims under these terms, including for any implied warranties, is limited to the amount you paid us to use the Services.

In all cases, Verdant Academic Ltd, and its suppliers and distributors, will not be liable for any loss or damage that is not reasonably foreseeable.

However, this company does not exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. We recognise that in some countries, you might have additional legal rights as a consumer. None of your legal rights as a consumer are waived.

Business uses of our Services

If you are using our Services on behalf of a business, that business accepts these terms. It will hold harmless and indemnify Verdant Academic Ltd and its affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and legal representatives' fees.

Cancellation Policy

A minimum of 24 hours' notice of cancellation is required. Such notice may be given, in person, by email, mobile phone, text message and/or fax, or by any other means, and will be accepted subject to written confirmation. We reserve the right to charge a cancellation fee proportional to the fees of the service, to cover any administrative costs.

Modifying and Terminating our Services

We are constantly changing and improving our Services. We may add or remove functionalities or features, and we may suspend or stop a Service altogether.

The Customer and Verdant Academic Ltd have the right to terminate any Service Agreement for any reason whatsoever, including the termination of services already in progress. Verdant Academic Ltd may also stop providing Services to you or add or create new limits to our Services at any time.

Refunds Policy

Verdant Academics Ltd is dedicated to upholding transparent and equitable refund policies for our customers in the UK and internationally. We extend a standard cooling-off period, typically 14 days from the date of purchase, allowing clients the opportunity to assess and evaluate the services provided. It is important to note, however, that once bespoke design work has commenced, refunds are not applicable. We consider the initiation of bespoke work to be the point at which the client receives the Service Agreement and Statement of Work (SoW), marking the official start of the project. An administration fee will be deducted from the refund. Beyond the aforementioned point in time, a complete refund exemption is in place due to the personalised and unique nature of such services, involving significant time and resources. Our commitment is to open communication and outstanding service, and we encourage customers to contact our customer service team for any inquiries or concerns regarding our refund policies.

In instances where Verdant Academics Ltd acts as a reseller for a particular service/product, clients may be subject to the refund policy of the subcontracting service supplier. We strive to facilitate clear communication and understanding

between clients and subcontractors. For specifics regarding refunds in such cases, we encourage clients to refer to the policies outlined by the respective service provider. Our team is available to assist clients in navigating and addressing any concerns related to the refund policies of our subcontracting partners.

Log Files

We may use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

Cookies

Like most interactive websites, this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

Links to Other Websites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Verdant Academic Ltd or its affiliate Verdant Resources Ltd.

Verdant Academic Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. The opinions expressed or material appearing on these websites are not necessarily shared or endorsed by us and should not be considered as the publisher of such opinions or material. Please note that we are not responsible for the privacy practices or content of these sites. We encourage our users to be aware when they leave our site and to read the privacy statements of these sites.

You should evaluate the security and reliability of any other site linked to or accessed through this site before disclosing any personal information to them. This company will not accept any liability for any loss or damage, in any manner whatsoever, regardless of the cause, resulting from your disclosure of personal information to third parties.

You further acknowledge and agree that Verdant Academic Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Links to Our Website

You may not create a link to a page on this website without our prior written consent. If you link to any page on this website, you do so at your own risk and the exclusions and limitations set out above apply to your use of this website.

Intellectual Property & Copyright Notice

Taking ownership of any file or files of Verdant Academic Ltd's Service/Product does not constitute taking ownership of the intellectual property it represents or of the digital assets that comprise it. Ownership rights remain with Verdant Academic Ltd unless specified otherwise as part of a separate written agreement regarding the co-ownership or transference of these rights to the client. In accordance with this, Verdant Academic Ltd reserves the right to copy, modify, distribute, sell, or lease any part or entirety of the Service/Product we create, with the express commitment to remove any component of the Service/Product that constitutes intellectual property of the client prior to these actions. This applies to bespoke content unless otherwise agreed in writing.

Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website. This Company's logo is a registered trademark of this Company in the United Kingdom and other countries. The brand names and specific services of this Company featured on this web site are trademarked

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

About these Terms

We reserve the right to modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. If a revision is material, we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

We'll post notices of modifications to these terms on this page. We'll post notices of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service.

If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict.

These terms control the relationship between Verdant Academic Ltd and you. They do not create any third-party beneficiary rights.

If you do not comply with these terms, and we don't act right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

The courts in some countries will not apply UK law to some types of disputes. If you reside in one of those countries, then where UK law is excluded from applying, your country's laws will apply to such disputes related to these terms.

Contact Us

If you have any questions about these Terms, please contact us at:

info@verdant-academic.co.uk