

School Subscription Terms

For schools, academy trusts and education organisations

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2.4	13 July 2026	refocused.uk

Business customers only

These terms apply only to schools, academy trusts, local authorities, charities and other education organisations. Refocused does not sell the Service to individual consumers.

Refocused Ltd

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1. Agreement and documents

These terms govern the Refocused platform, intervention programmes, training resources, support and related services described in an accepted order form (the Service). Refocused Ltd is the supplier. The school, trust or other organisation named in the order form is the Customer.

The contract is formed when an order form, quotation or online order is accepted by a person authorised to bind the Customer. Ordinary use by a teacher or other user does not by itself create a contract.

If documents conflict, the following order applies: (1) the Data Processing Agreement for data protection matters; (2) the Order Form and any customer-specific schedule; (3) Schedule 1: Package and Support Summary; and (4) these Terms. Purchase-order wording does not apply unless Refocused accepts it in writing.

Definitions. Business Day means Monday to Friday excluding public holidays in England. Order Form means the accepted quotation, order or customer schedule. Subscription Year means each paid 12-month term. Authorised User means a person allowed by the Customer to use the Service. Customer Data means information supplied or uploaded by or for the Customer.

2. Trial, term, renewal and payment

Free trial

Unless agreed otherwise, one free trial is available per organisation for 30 calendar days. A trial does not convert automatically into a paid subscription. Fictional or anonymised data must be used unless a Data Processing Agreement is signed and Refocused confirms that live personal data may be used. Trial features, support and retention may be limited.

Paid subscription

The paid subscription runs for 12 months from the start date in the Order Form. It renews for further 12-month periods unless either party gives at least 60 days' written notice before the renewal date. Refocused will normally send renewal reminders about 90 and 60 days before renewal. Any renewal price change will be notified at least 90 days in advance.

Subscription fees are payable annually in advance. Public prices include VAT where applicable, and invoices are due within 30 days. A genuine invoice dispute must be raised promptly; the undisputed amount remains payable.

Because the free trial is the evaluation period, paid subscription fees are non-refundable once the paid term starts, except where Refocused withdraws the paid Service or materially breaches the contract and does not correct the breach within 30 days of written notice.

If an invoice remains unpaid more than 30 days after its due date, Refocused may charge statutory interest and suspend the Service after at least seven days' written warning. Refocused may terminate if payment remains outstanding 45 days after the due date. Suspension will not be used while a genuine dispute is being investigated reasonably and promptly.

3. Package, users and licence scope

The Customer receives the Package and add-ons stated in the Order Form. A standard subscription covers one named school and one tenant. Trust or multi-school access must be agreed and priced in the Order Form.

Deliver includes up to five staff accounts. Embed and Scale include unlimited staff accounts for the licensed school or schools, subject to fair use and secure account management. "Unlimited" does not permit account sharing, resale, unrelated organisations or automated account creation. During the paid term, Refocused grants the Customer a non-exclusive, non-transferable and non-sublicensable licence to use the Service and included Refocused materials for its own internal educational purposes. Package features are summarised in Schedule 1; the Order Form controls if it states different entitlements.

4. Service, maintenance and support

Refocused will provide the paid Service with reasonable skill and care and use commercially reasonable efforts to keep the production platform available. The Service may be interrupted by maintenance, security work, internet or school-network failures, third-party outages, Customer acts or events beyond reasonable control.

Refocused does not operate a fixed routine maintenance window. Where planned work is reasonably expected to affect access, Refocused will normally give at least two Business Days' notice. Emergency security or stability work may be completed without advance notice.

Standard support hours are 9:00 am to 5:00 pm UK time on Business Days, excluding public holidays in England. Support covers access, account administration, included features and suspected faults. Response targets are initial acknowledgement and assessment, not guaranteed resolution times. Training, account management and visits are included only where stated in the Package or Order Form. Scale termly on-site visits mean up to three pre-arranged half-day visits per Subscription Year. Dates are agreed in advance; unused visits expire at the end of the year. Travel outside mainland England and bespoke work may be charged separately if agreed before booking.

5. Customer responsibilities, security and safeguarding

The Customer is responsible for its Authorised Users, the accuracy and lawfulness of Customer Data, and how the Service is used. The Customer must appoint suitable administrators, keep user access current, use individual accounts, apply least privilege, keep devices and browsers supported and updated, and use multi-factor authentication where provided.

Only information that is necessary, relevant, accurate and proportionate should be entered. The Customer remains responsible for its lawful bases, privacy notices, retention decisions, safeguarding procedures and professional decisions.

The Customer and its users must not:

- share credentials or attempt to access another school's tenant or restricted functions;
- bypass security controls, probe, scrape, reverse engineer or materially disrupt the Service;
- upload malware, unlawful material or content that infringes another person's rights;
- copy, record, redistribute, sell or publicly display Refocused videos or proprietary materials unless expressly permitted; or
- use Refocused as the sole emergency safeguarding, child-protection, clinical or statutory source system where another designated system is required.

Refocused supports school intervention and provision management. It does not diagnose conditions, make statutory determinations, guarantee outcomes or replace qualified professional judgement. Immediate safeguarding concerns must be handled through the Customer's normal safeguarding procedures and systems.

6. Customer Data and data protection

As between the parties, the Customer retains all rights in and responsibility for Customer Data. The Customer grants Refocused a limited licence to host, copy, transmit, display, back up and otherwise process Customer Data only to provide, secure, maintain, troubleshoot and support the Service, follow documented instructions and meet legal obligations.

For pupil, staff and school-support personal data entered for the Customer's purposes, the Customer normally acts as controller and Refocused acts as processor. A written Data Processing Agreement must be in place before live personal data is used. The Data Processing Agreement governs instructions, confidentiality, security, subprocessors, international transfers, rights requests, breach notification, deletion and return.

Refocused will not sell Customer Data, use pupil data for advertising, or use Customer Data to train general-purpose artificial intelligence or machine-learning models. Service reliability and security may be improved using anonymous or properly aggregated technical information that does not identify pupils, staff or customers.

The Customer may use available export functions during the subscription. After expiry or termination, the Customer will have 30 calendar days to complete or request an available export, unless immediate restriction or deletion is required by law or is reasonably necessary to address a serious security risk. Refocused may then disable access and delete live Customer Data in accordance with the Data Processing Agreement. Backup copies are overwritten through normal retention cycles, subject to legal, security and audit requirements.

7. Intellectual property and confidentiality

Refocused and its licensors own the platform, source code, intervention programmes, videos, booklets, training content, templates, assessment structures, scoring logic, branding and related improvements (Refocused Materials). The Customer owns its own uploaded information and underlying data.

Videos are provided for streaming unless marked as downloadable. Downloadable booklets, guides and summaries may be used internally during the paid subscription. The Customer may retain completed pupil-specific reports and school records after termination, but may not continue delivering new interventions using proprietary Refocused programme materials after the licence ends unless separately agreed.

Each party must keep the other party's confidential information secure and use it only for the contract. Disclosure is permitted to people who need to know and are bound by confidentiality, or where required by law. Neither party may use the other's name or logo publicly without written permission.

Confidential information does not include information that is already public without breach, was lawfully known, was received lawfully from another source, or was independently developed.

8. Suspension, termination and exit

Refocused may suspend all or part of the Service where reasonably necessary to protect data or the Service, contain a security incident, comply with law, stop serious misuse or address overdue payment under section 2. Except in an emergency, Refocused will give reasonable notice and an opportunity to correct the issue.

Either party may terminate for a material breach that is not corrected within 30 days after written notice. Immediate termination is permitted for a breach that cannot be corrected, serious unlawful use, deliberate security compromise, insolvency or a legal prohibition on continuing the Service.

Refocused will not terminate an active paid subscription for convenience except where it permanently withdraws the affected Service. In that case it will give at least six months' notice where reasonably possible, provide reasonable export and transition support, and refund the unused prepaid subscription fee on a pro-rata basis.

When the contract ends, access to the platform, videos and programme materials ends, subject to the Customer's export period and right to retain completed school records.

9. Warranties and liability

Refocused warrants that the paid Service will materially conform to the Order Form and will be provided with reasonable skill and care. If a material failure is reported, Refocused will use reasonable efforts to correct it, provide a workaround or refund the unused fee for the affected Service if neither is commercially reasonable.

Refocused does not warrant uninterrupted or error-free operation, that every feature will meet every Customer requirement, or that use will produce a particular educational, behavioural, inspection, financial or safeguarding outcome.

Nothing limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation or liability that cannot legally be limited. Subject to that, neither party is liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, goodwill or business opportunity.

Unless the Order Form states a different negotiated cap, each party's total liability in a Subscription Year is limited to 100% of the fees paid or payable for that year. For breach of confidentiality, infringement of the other party's intellectual property rights or breach of data protection obligations, the cap is 200% of those fees. The parties may agree a higher cap in the Order Form to reflect contract value, risk and available insurance.

10. Changes and general legal terms

Refocused may update the Service for security, accessibility, performance, legal compliance or improvement. It may update these Terms on at least 30 days' notice. A material adverse commercial change will normally take effect at renewal unless an earlier change is required by law or urgent security need.

If an urgent change materially reduces the paid Service and Refocused cannot provide a reasonable equivalent, the Customer may terminate the affected Service within 30 days of the change and receive a pro-rata refund of the unused prepaid fee.

Neither party is liable for delay or failure caused by events beyond reasonable control. The affected party must take reasonable steps to reduce disruption and resume performance. If a material interruption continues for more than 60 days, either party may terminate the affected Service and any unused prepaid fee will be refunded pro rata.

Formal notices must go to the contacts in the Order Form. Data protection and security notices may be sent to privacy@refocused.uk. The parties will try senior escalation before court action where appropriate.

The contract is governed by the laws and courts of England and Wales and is the entire agreement about the Service. Assignment needs consent except for a genuine Refocused reorganisation or sale. Refocused remains responsible for subcontractors under the contract and Data Processing Agreement. Invalid terms are severed; delay is not a waiver; electronic signatures are valid. Payment, confidentiality, intellectual property, liability, data export and governing-law terms survive termination. No third party may enforce this contract.

Schedule 1. Package and support summary

The Order Form controls if it states a different customer-specific entitlement. Optional add-ons and bespoke services are priced separately.

Feature	Deliver	Embed	Scale
Unlimited referrals, baseline assessments, 8 programmes, session logging, tracking and impact reports	Yes	Yes	Yes
Downloadable student, teacher and research programme booklets	Yes	Yes	Yes
Staff accounts	5	Unlimited	Unlimited
Termly webinars	Yes	Yes	Yes
Support	Email	Priority email	Email, phone and video
Core intervention training videos	-	Yes	Yes
Additional wider CPD video credits per year	0	1	5
Best-practice guides	-	Yes	Yes
Advanced profile and planning tools	-	Yes	Yes
Live training for designated Refocused lead	-	-	Yes
Dedicated account manager	-	-	Yes
Termly on-site visits	-	-	Up to 3 half-day visits
Live support for advanced tools	-	-	Yes

Initial response targets

Issue	Deliver	Embed	Scale
Normal request	2 Business Days	1 Business Day	1 Business Day
Critical service-blocking issue	1 Business Day	8 business hours	4 business hours

Critical means the production Service is unavailable to substantially all users, a confirmed cross-school data exposure has occurred, or a serious security incident is actively affecting the Customer. Targets run only during support hours and are not guaranteed resolution times.

Suspected personal data breaches and security incidents may be reported at any time to privacy@refocused.uk. The Data Processing Agreement governs breach notification and assistance obligations separately from these support targets.

Contact

Commercial questions should be sent to the contact in the Order Form. Data protection and security questions may be sent to privacy@refocused.uk.