

Membership Terms and Conditions

Educational Institutions

Membership Services	Membership Services offer staff and students access to all our databases, listings and collections, 50 orders of off-air recordings (ERA licence holders), exclusive webinars, events and resources as well as discounted rates on non-exclusive training and events.
Member/s “Members” Educational Institution	“Members” refer to education institutions. “Education Institution” as outlined in these Terms refer to UK-based Higher Education institutions, Further Education institutions and Schools that hold formal accreditation/authorisation/recognition status provided by the Department of Education or UK-based organisations covered by an ERA licence. Only these organisations qualify as Educational Institutions as referred to in these Terms.
Member Reps	“Member Reps” are dedicated membership representatives of the membership institution.
Term	“Term” refers to the membership duration, which runs from 1 August to 31 July (12 months).
Fees	“Fees” refers to the membership service payment fee.

Membership Eligibility

- These Terms of Service are for Educational Institutions.
- Learning on Screen reserves the right to refuse acceptance of new Members if the eligibility criteria for Educational Institutions are not met. We also reserve the right to cancel Membership for any existing Member who we discover does not meet the eligibility criteria for Educational Institutions.

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Commencement and Term

- Learning on Screen membership is subject to these Terms and Conditions and by agreeing in writing to become a member (commencement date) you accept these Terms and Conditions.
- Your membership with Learning on Screen ("LOS") is conditional upon payment of appropriate Fees.
- Existing Members will be charged Fees and receive Membership Services for the full Term subject to payment of appropriate Fees.
- New Members who join part way through the year will have their Fees calculated on a pro-rata basis from the commencement date until the 31st of July in the year of joining.
- Your membership is non-transferable, and only current staff and registered students of the named institution specified during registration are entitled to use the service.

Fees and Renewals

- Your membership Fees are set out in registration and are payable for the Term in advance.
- Members are automatically renewed for an additional Term starting from the 1st of August the following year, subject to these Terms.
- Your Membership Fees will be invoiced at least 15 days in advance of 1st August and the invoice must be paid within 30 days of the issue date on the invoice. If the invoice is not paid within this timeframe we reserve the right to revoke access to your Membership Services until the invoice is paid.
- We reserve the right to apply annual price increases to membership fees. Price increases in membership fees will be notified to you at least four months before any price changes or changes to your Membership Services. All price increases would be applied on 1st August at the start of your next billing cycle. If you do not wish to accept the price change or change to your subscription plan, you can cancel your membership before the change takes effect. Please refer to the Cancellation section below.
- Value Added Tax (VAT) or any other applicable taxes will be added to your membership fees based on the current tax regulations.

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Promotional offers

We may from time to time offer special promotional offers, plans or memberships ("Offers"), for example, free trial periods. Offer eligibility is determined by Learning on Screen. Those with an existing membership may not be eligible for certain introductory Offers. We may use information such as device ID, method of payment or an account email address used with an existing or recent Learning on Screen membership to determine Offer eligibility. The eligibility requirements and other limitations and conditions will be disclosed when you sign-up for the Offer or in other communications made available to you.

Membership Services

- The Learning on Screen service and any content accessed through the service are for your organisations'/institutions' use only.
- You and your users must not disclose your respective web registration login details to any Third Party. Registrations and logins must not be shared or used by more than one person. Your log in details and passwords should be kept confidential. To help maintain control over the account and to prevent any unauthorized users from accessing the account, you should maintain control over the devices that are used to access the service and not reveal account access information to any Third Party.
- You agree to use the content provided to you as part of your Membership Services in a way that complies with copyright legislation under the terms of your ERA licence. Unless otherwise stated, we own or licence all copyright, trademarks, design rights and other intellectual property rights across all aspects of the service and any other content made available by us. We grant you a licence to use such content in accordance with these terms and conditions for your own internal educational purposes.
- The Learning on Screen content provided as part of the Membership Service is for general information and guidance only. Learning on Screen content, including our databases, libraries and collections, is regularly updated. Although we make reasonable efforts to update content, we cannot guarantee that it is accurate or up to date and we do not accept legal responsibility for how it is applied and used. Before acting on such content, you must make your own appropriate and careful enquiries as to its accuracy and suitability for your purposes. You rely on such content at your own risk, and you assume sole responsibility for your use of the content, and Learning on Screen do not accept liability for any reliance you place on the content.

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- The content is not intended to provide legal or other advice. Nor is it intended to be a substitute for possession of an appropriate level of training, qualifications, skill, and experience in the matters covered.
- Members covered by an ERA licence are entitled to make Off-Air Requests as part of their membership terms. These requests are subject to an annual allocation limit of 50. Once this standard allocation limit has been reached, a reasonable number of additional requests may be fulfilled upon request. Fulfilment beyond this limit will be contingent upon further discussions with the Member. If Members cancel their Membership Services these downloads are still accessible to Members covered by an ERA licence.
- Learning on Screen continually test various aspects of our service, including our websites, user interfaces and features. We also provide regular and essential maintenance across our digital services, and as such we cannot guarantee a completely uninterrupted service. However, we endeavour to minimise service disruption for users and aim to avoid completing major maintenance during peak access times.
- The quality of the display of the Learning on Screen service and content may vary from device to device, and may be affected by a variety of factors, such as your location, the bandwidth available through and/or speed of your Internet connection. Availability is subject to user internet service and device capabilities.
- During, and as part of, your membership: you will have access to membership services available in the dedicated Members area of the Learning on Screen website and otherwise made available by us.
- We continually review and update our membership service provision to improve our services. We reserve the right to amend, remove or replace any benefits to membership services but we endeavour to do this in consultation with Members and based on feedback from Members in order to improve the services we offer.
- To be granted access to services and content provided to you as part of your Membership Services your users must have been provided with an educational institution email address and where relevant they must have been submitted and counted in the HESA figures against your educational institution (as opposed to a partner institution).

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Communication

- You agree to provide and maintain accurate information relating to your account. This includes a contact with valid email address of at least one designated Member Rep so we can send you account related communications. Learning on Screen will communicate with Member Reps using this contact information you provided during registration. The Member must notify Learning on Screen without delay if this Contact Person changes.
- Learning on Screen will send you essential electronic communications relating to your membership, not limited to but including finance, membership voting, service status updates, improvements and changes. Members are required as part of the Terms of Service to receive these communications. It is your Educational Institution's responsibility to ensure this list is up to date and that you have the consent of individuals, where relevant, to share their personal data. This does not affect your rights under the UK Data Protection Law - you can read more on our privacy policy [here](#).
- Learning on Screen may send you electronic communications offering you advice and support, details of products, courses, events and services from us or specially selected partners which give added value or contain exclusive offers for our members. These electronic communications may be sent to all the individuals who have registered with us to represent your Educational Institution. You may change your communications preferences for these non-essential communications by opting out at any time.
- When providing information on, referrals to, or discounts or recommendations for, products or services provided by Third Parties, Learning on Screen accept no liability or responsibility for their products or services. Any association with such Third Parties is at your own risk and any contract undertaken will be with the Third Party and not Learning on Screen.

Customer Support

- Learning on Screen shall respond to all customer service issues and requests Monday through Friday 10AM to 5PM local time, excluding holidays.
- Learning on Screen aim to respond to all member queries and requests within 2 business days of submission. The response time is defined as the period that elapses from when our membership support team receives the report until the Member receives an acknowledgement and response.
- We will make every reasonable attempt to resolve Member queries and requests as quickly as possible.

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Cancellation

- You can cancel your Learning on Screen membership at any time, and you will continue to have access to the service through the end of your ongoing billing period.
- New Members have the right to receive a full refund of Fees if they cancel their Membership within 14 days of commencement. Beyond this period Fees are non-refundable and we do not provide refunds or credits for any partial membership periods or unused content.
- To cancel your membership, a cancellation notice must be provided in writing to members@learningonscreen.ac.uk no later than 15th June before the end of the current membership period.
- Unless a cancellation notice is received, the membership will undergo automatic renewal, and the Fees for the Learning on Screen membership service will be charged to your Payment Method on the 1st August.
- Learning on Screen reserve the right to cancel Membership Services if a Member is found to be in breach of these Terms.

Data Protection, Privacy and Confidentiality

- Details of how we protect and use personal data are set out in our privacy statement. You can view our privacy policy [here](#).
- must ensure that you have the required authority to provide us with the personal data of your key contact and any other individuals whose data you provide, and that by providing us with that information (or through any of your other acts or omissions) you do not place us in breach of any applicable laws regarding data protection or privacy (and you will be responsible for any losses, liabilities, costs and expenses we incur or suffer in connection with such breach).
- You must always keep confidential any information disclosed or made available by us which could reasonably be considered confidential, except as may be required by law, and to your personnel who need to know such information in connection with your membership, subject to ensuring that those personnel also keep that information confidential.
- We reserve the right to use feedback we collect from members in our marketing but unless we explicitly seek your permission this will be anonymised so no identifiable personal information will be included.

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Member Voting Rights

- As a Membership organisation, Learning on Screen offers our Ordinary Members statutory rights with respect to our governance. An Ordinary Member is any Member that is part of an Educational Institution.
- Ordinary Members have the right to attend and vote at our Annual General Meeting. Each Ordinary Member has one vote. This vote must be cast by the dedicated Member Rep from the Educational Institution.
- Learning on Screen will provide information about our Annual General Meetings, including, but not limited to, the date, time and location, in writing via email at least 21 days in advance.

General

- We shall not be in breach of this agreement or liable for delay in performing, or failure to perform, any of our obligations under this agreement if such delay or failure result from events, circumstances or causes beyond our reasonable control.
- We may at any time assign, subcontract, or deal in any other manner with all or any of our rights and obligations under this agreement.
- You may not, without our prior written consent, assign, subcontract, or deal in any other manner with any or all your rights or obligations under this agreement.
- This agreement constitutes the entire agreement between us and you in relation to its subject matter and supersedes and extinguishes all previous agreements, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- If any provision or part-provision of this agreement and all documents referred to in it, is or becomes unenforceable, it shall be deemed modified (or, if not possible, deleted) to the minimum extent necessary to make it enforceable, which shall not affect the enforceability of the rest of the agreement.
- No one other than a party to this agreement shall have any right to enforce any of its terms.
- Learning on Screen accepts no liability for any damages, Third Party claims or any future costs in connection to the Membership Services it offers.
- This agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of England and Wales.
- We and you each agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) relating to this Agreement or its subject matter or formation.

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Agreement

By paying your membership fees you agree to abide by these Terms and Conditions.

Our rights to cancel your membership

- Membership is terminated if the Member concerned: gives a written notice of cancellation to Learning on Screen, ceases to exist, is more than six months in arrears in paying the relevant subscription and is removed by resolution of the Trustees on the ground that in their opinion the Member's continued membership is harmful to the Learning on Screen.
- The Trustees will only pass such a resolution after notifying the Member in writing and considering the matter in light of any written representations which the Member concerned puts forward within 14 days after receiving the notice.
- We reserve the right to suspend or terminate if we reasonably suspect members are in breach of any applicable terms of access or these Terms of Membership.

Changes to Terms of Service

- Learning on Screen may, from time to time, change these Terms of Service. In case of material changes we will notify you at least 30 days before such changes apply to you. If you do not wish to accept the changes, you can cancel your membership before they take effect.
- Your continued use of your membership indicates your acceptance of any future revisions of the Learning on Screen membership service Terms of Service.
- The most recent version of the Terms and Conditions will be hosted on the Learning on Screen website.