1. Definitions

Membership Services	Includes access to exclusive content, 50 off-air recording requests (for ERA licence holders), member-only webinars, events, resources, and discounts on selected training and events.
Member(s)	Refers to educational institutions.
Educational Institution	UK-based Higher Education, Further Education institutions or Schools with formal recognition from the Department for Education or other UK bodies covered by an ERA licence.
Member Rep(s)	Designated representatives of the Member institution.
Term	Membership year runs from 1 August to 31 July.
Fees	Payment required for Membership Services.

2. Eligibility

- Learning on Screen is a Membership Organisation as outlined in our Memorandum and Articles of Association.
- These Membership terms apply to Educational Institutions.
- We may refuse or cancel membership if eligibility requirements for Educational Institutions are not met.

3. Membership Term and Fees

- Membership begins when you confirm in writing and pay the Fees.
- Fees must be paid in advance and cover the full Term.
- New Members joining mid-year are charged pro-rata until 31 July.
- 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.
- Membership is non-transferable and limited to current staff and students of the registered institution (or staff only for Schools).
- VAT or other taxes apply as required.

4. Renewals and Price Changes

- Membership auto-renews annually on 1st August unless cancelled.
- 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 accept the changes, you must cancel by 15th June to avoid renewal. Please see the Cancellation section below.

5. Cancellation

- You can cancel your Learning on Screen membership and you will continue to have access to the service through to the end of your annual billing period.
- Cancellation must be emailed to <u>members@learningonscreen.ac.uk</u> by 15th June to avoid auto-renewal.
- Membership may also end if:
 - o The institution ceases to exist
 - o Fees are unpaid for over 90 days
 - o Trustees resolve that membership is harmful to Learning on Screen
- New members have 14 days from joining to cancel and receive a full refund.
- Refunds are not issued for partial terms or unused services.
- Learning on Screen reserve the right to cancel Membership Services if a Member is found to be in breach of these Terms.

6. Membership Services

- The Learning on Screen service and any content accessed through the service are for your organisations'/institutions' use only.
- Login details must not be shared and should be kept confidential.
- 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. 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.
- 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. Off-air requests must consist of content that is not already digitally available on our Box of Broadcasts platform and requests cannot be made for Box of Broadcasts content by Members who are not Subscribers to this service.
- Learning on Screen 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.
- We may change or update membership benefits but aim to consult with members first.

7. Promotional Offers

- From time to time, we may offer limited-time promotions (e.g. trials).
- 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.

8. 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.
- We will send essential communications about your membership to these contacts, including finance, membership voting, service status updates, improvements and changes. Member Reps are not eligible to opt out of these essential communications.
- You may receive optional updates about events, offers or services. You can opt out of these at any time.
- We do not accept responsibility for third-party services promoted through our platform.

9. Customer Support

- Learning on Screen shall respond to all customer service issues and requests Monday through Friday 10AM to 5PM local time, excluding holidays.
- We aim to respond to queries within 2 business days.
- We will make every reasonable attempt to resolve Member queries and requests as quickly as possible.

10. Data Protection and Confidentiality

- We handle personal data in line with our Privacy Policy <u>here.</u>
- You must have permission to share others' data with us.
- Keep confidential any non-public information we share with you.
- We may use anonymised member feedback in our marketing.

11. General Terms

- We are not liable for delays caused by events beyond our control.
- We may assign or subcontract our responsibilities. You may not without permission.
- This agreement replaces any previous terms discussed.
- If any part of this agreement is invalid, the rest remains in effect.
- Only the parties to this agreement can enforce its terms.
- We are not liable for any indirect, third-party or future claims.
- English law governs this agreement. Disputes will be settled in the courts of England and Wales.

12. Agreement By paying your fees, you agree to these Terms and Conditions.

13. Updates to These Terms

- We may update these Terms and will give 30 days' notice of any significant changes. If you do not accept the changes, cancel before they apply.
- The latest version will always be available on our website.