

Terms and conditions for NFER Tests and the NFER Online Hub

Please read this document carefully. This document governs your Agreement with the National Foundation for Educational Research (NFER) or its assignees, of The Mere, Upton Park, Slough, Berkshire, SL1 2DQ and sets forth the terms and conditions under which NFER provide the Products and/or Services to each participating establishment (School).

These terms and conditions constitute a binding Agreement between NFER and the School, constituted under English Law, on ordering NFER Tests and using the NFER Online Hub.

1.1 Services to be provided:

NFER Tests including:

Reading, mathematics or grammar and punctuation tests for years 3, 4 or 5 – autumn

Reading, mathematics or grammar and punctuation tests for years 3, 4 or 5 – spring

Reading, mathematics or grammar and punctuation tests for years 3, 4 or 5 – summer

Reading and mathematics test for year 1 – spring

Reading and mathematics test for year 1 – summer

Reading and mathematics test for year 2 – autumn

Reading and mathematics test for year 2 – spring

Spelling tests for years 3, 4 and 5

Reading, mathematics or grammar, punctuation and spelling tests for year 6 – autumn

Reading, mathematics or grammar, punctuation and spelling tests for year 6 – spring

Associated teacher guides for each of the tests as described above.

Access details to the NFER Online Hub will be despatched to Schools along with their order of NFER Tests. Schools can add pupil details to the system. Through the NFER Online Hub staff members are able to log in and record item or test level data for each pupil. A number of reports will then be generated showing progress and attainment against the national standardisation sample.

1.2 Orders

Orders are accepted at our discretion. It is your responsibility to ensure that all details provided are accurate. When placing your order you are accepting these terms and

conditions. Please note, NFER Products and Services are not available to non-school customers.

NFER will issue an invoice and despatch goods to you. This will be our formal acceptance of your order. After this time cancellations will not be accepted and the full invoice amount is payable.

Orders made by Schools where payment for previous orders has not been made may be withheld until full payment of the debt is received.

1.3 Pricing

Pricing is available on the NFER website and prices are correct at the time of ordering, however we reserve the right to change prices without prior notice.

1.4 Payment

Unless otherwise stated within these terms and conditions, Invoices must be paid within 30 days of the invoice date

1.5 Postage and Packaging

Prices quoted exclude postage and packaging costs. These will vary according to your location and size of your order and will be added to the cost of your order.

1.6 Overseas orders

When ordering goods from the NFER for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from NFER, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. Depending on the requirements of the receiving country it may be necessary to provide a Certificate of Origin; the additional cost of this can be advised as this varies by country.

We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries may be subject to opening and inspection by customs authorities.

Payment for overseas orders must be received before goods will be dispatched.

1.7 Returns

All returns must be in the original packaging and in a re-saleable condition otherwise a 20% restocking charge will be applied. We will not accept returns that have been defaced or marked. Please note that we are unable to accept returns, unless faulty, after 30 days of receipt. In addition, refunds will only be given for the value of the items ordered and will not include postage and packaging costs. Costs of returns will be met by the customer.

This does not affect your statutory rights.

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1.8 Cancellations

In certain limited circumstances, cancellations may be permitted at the sole discretion of the NFER.

1.9 Delivery

Tests will be despatched within ten working days of acknowledgement of receipt of order for orders from the UK. Orders placed with NFER within 10 working days of Christmas, Easter and Summer school holidays will be delivered at the start of the following term. Holiday dates for 2019-20 are: 18 December–6 January; 6 April–17 April, 13 July–31 August. Tests will not be despatched during half term holidays: 28 October – 1 November, 17 February–22 February, 25 May–29 May.

Orders from overseas will be despatched from the NFER as above, but the delivery time to the overseas destination is beyond NFER's control.

1.10 Copyright

All materials, technical information, know-how, methodologies and other intellectual property used in providing the Tests including but not limited to the Tests, administration instructions and letters are all copyright NFER and cannot be reproduced or used for any purpose.

1.11 Confidentiality

All NFER staff, both permanent and temporary, are required to agree to conditions of service that include requirements to maintain the confidentiality and security of all data. On joining, NFER staff are provided with our Data Security Policy (available on request) and are directed towards the associated policies and procedures on the NFER intranet. All staff are required to sign and return a statement to HR confirming that they have read and will comply with them. They re-affirm this commitment annually following the update of the policy.

1.12 Security

All appropriate technical and organisational measures are in place to protect data. NFER is ISO/IEC 27001 certified (GB17/872763) which demonstrates that we have the policies, practices, procedures, organisational structures and system functions to maintain the confidentiality, integrity and availability of information. We also hold Cyber Essentials Plus (Certificate number 1500975548013829). Data uploaded to the NFER Online Hub is encrypted in transit using HTTPS/TLS. Data in NFER products are securely stored within NFER and its third-party hosting provider, Dudobi. We conduct an annual penetration test on our IT systems to ensure that they are secure and protected from malicious attack.

1.13 Privacy

NFER takes the privacy and security of your School's data very seriously. Our approach to data protection is set out in the data protection statement on our [website](#). Privacy notices for [NFER Tests](#) and the [Online Hub](#) are available.

NFER uses a third party for web hosting (Dudobi), all data remains within the EEA. Your agreement to these terms and conditions is your written authorisation to their use. All data protection and information security requirements are detailed in contracts with the third party suppliers.

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NFER will make available, on request, to Schools purchasing Tests and using the NFER Online Hub any information that helps to demonstrate our compliance with the obligations in this contract. Should a school want to conduct audit or inspections, we are happy for this to happen. NFER will also inform you, as the Data Controller of any instructions we receive which do not comply with data protection legislation.

NFER handles personal data in accordance with the rights given to individuals under data protection legislation. If at any time you wish to access, withdraw, restrict or object to its processing, or correct errors in it, please contact products@nfer.ac.uk.

Data subjects have the right to see information held about them. If you, the School, experience a subject access request about any of the pupils in your School, NFER would be happy to assist you in accessing the information required.

If you have a concern about the way personal data is processed as part of any of these services, we request that you raise your concern with us in the first instance (compliance@nfer.ac.uk). Alternatively, you can raise concerns with the Information Commissioner's Office, the body responsible for enforcing data protection legislation in the UK, at <https://ico.org.uk/concerns>.

1.13.1 Data processing when purchasing school tests

School contact details including contact names, email addresses and phone numbers provided by the School will be held on an NFER database and may be used to inform the School about related NFER research projects, products and services. Pupil data is not exchanged when purchasing NFER Tests. NFER is the Data Controller in this arrangement. The lawful basis for these processing activities is performance of a contract (GDPR Article 6 (1) (b)). The processing is necessary for NFER to fulfil the contract you have entered into with them for the provision of this service.

Data will be stored indefinitely for the processing of business records. If you do not wish for your details to be used for this purpose, please write to us at: National Foundation for Educational Research, Research Operations, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ.

1.13.2 Data processing and the NFER Online Hub

To create user accounts, the name (forename and surname) of the member of staff will be required.

Any data uploaded to the NFER Online Hub is at the discretion of the School. This may include full pupil name, date of birth, gender, free-school meal status, any special education provision and ethnicity. All data except full name, date of birth, gender and class can be excluded, however this would affect the service provided. Schools must have the appropriate permissions in place before uploading any sensitive data to the Online Hub in accordance with data protection legislation.

Any pupil and assessment data uploaded to the Online Hub will not be used for any other purpose (unless NFER is instructed to do so in writing by the School). Schools remain responsible for data uploaded to the service, that is, they are the Data Controller. Schools should ensure that they follow the requirements of data protection legislation (Data Protection Act 2018 and General Data Protection Regulation). NFER is the Data Processor

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in this arrangement. The lawful basis for these processing activities is the performance of a contract (GDPR Article 6 (1) (b)). The processing is necessary for NFER to fulfil the contract you have entered into with them for the provision of this service.

In anticipation of future use of this service, data will be stored securely to allow progress measures to be shown. Data belonging to Schools who do not return to the service will be securely deleted 45 days after 12 months of inactivity.

1.14 Licencing

Subject to the payment of the applicable NFER Tests invoice NFER grants to the School a nonexclusive and non-transferable licence to the NFER Online Progress Tool in accordance with these Terms and Conditions. The licence is granted on an on-going basis and can be used by all School employees. The licence can be terminated at any point by the School by contacting NFER. NFER can terminate the licence at any time by giving the School 3 months' notice or with immediate notice if there has been a serious breach of the terms of this Agreement

1.15 Permitted use

The School may use the NFER Online Progress Tool only for its own internal purposes. The School shall not use or permit a third party to use the web application or its content for any other purpose, including distribution or selling.

1.16 Warranties

The NFER Online Progress Tool cannot be tested in every possible combination and operating environment. The software may not operate in an uninterrupted manner on operating systems or browsers that do not meet the minimum technical requirement (Windows 8.1 and above, iOS11, IE11, Microsoft Edge and the latest versions of Google Chrome, Firefox and Safari web browsers).

1.17 Products and Services Purchased

All materials, technical information, know-how, methodologies and other intellectual property used in providing the Products and Services purchased by you are all copyright NFER and cannot be reproduced or used for any purpose other than that permitted by a single purchase of that product or service.

See above for more specific copyright information. If you are in any doubt on the permitted use please contact us: enquires@nfer.ac.uk

1.18 Website Materials and Publications

For usage of NFER copyright protected material (re-use, distribution or publication etc.) written permission is required. You can apply for permission via the NFER enquiries team (details below).

Some visual media on this website are licensed from third parties; others are the property of NFER. Any visual media that is the property of NFER may be reproduced in certain instances, but not without prior approval. If you wish to copy or use logos from this site, you must also contact us by email at enquiries@nfer.ac.uk, or in writing to: Enquiries, National Foundation for Educational Research, The Mere, Upton Park, Slough, Berkshire, SL1 2DQ

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1.19 Force majeure

Where there is a delay or failure to deliver goods, or where damage or defect has occurred to goods that is due to circumstances beyond our control, NFER shall not be liable. This condition does not affect your statutory rights.

1.20 Law

This Agreement is governed by English law. You hereby irrevocably submit to the exclusive jurisdiction of the English courts notwithstanding the jurisdiction where you are based.

1.21 Limitation of Liability

Subject to any relevant consumer protection legislation including our obligation under the Consumer Contracts Regulations (formerly Distance Selling Regulations) to give you a refund, if you cancel your contract, if we do not perform the contract within 30 days or to the agreed timescale our liability for any breach of these terms and conditions shall be limited to the value of the goods ordered by you in the relevant transaction. The liability of NFER to the School whether in contract or in tort, arising from this Agreement shall be limited to the amount of the fees paid in the twelve months prior to the claim under this Agreement.

NFER shall have no liability to the School for any consequential, indirect loss, loss of profit, data, reputation, revenue or goodwill whether in contract or in tort. To the fullest extent permissible by law, NFER excludes any implied conditions as to satisfactory quality and fitness for purpose and quality of Services or Products. The School warrants that it will not infringe the Copyright, intellectual property rights or the legal rights of NFER or any third party and where it does it shall fully indemnify NFER from all loss and liability arising from such breach of warranty including, without limitation legal fees on an indemnity basis. No cap or limit of liability shall apply to this indemnity notwithstanding any other provision of this Agreement. Nothing in this Agreement shall exclude or limit the liability of one party to the other for death or personal injury caused by its negligence or for fraudulent misrepresentation. The provisions of this clause shall survive termination of this Agreement from any cause.

1.22 Changes to Terms and Conditions and website

NFER reserves the right to make changes to their Terms and Conditions and their website. By placing an order, you accept NFER's Terms and Conditions and will be subject to those in force at the time of your order acceptance. If for any reason any of these Terms and Conditions is deemed invalid, void or unenforceable, the validity and enforceability of any remaining condition shall not be affected.

1.23 Validity

By ordering this Product, you accept the terms and conditions. The terms and conditions are subject to change at any time and it is your responsibility to check these terms and conditions before ordering.