



## Terms of Service

**Last updated:** January 2026

These Terms of Service (“**Terms**”) set out the agreement between **Waffle Software Ltd** (“**we**”, “**us**”, “**our**”) and the organisation purchasing and using our software (“**Customer**”, “**you**”). By accessing or using our services at **waffleeducation.co.uk** (“**Service**”), you agree to be bound by these Terms.

If you are entering into this agreement on behalf of a school, trust, or other organisation, you confirm that you have authority to do so.

### 1. Overview of the Service

We provide a cloud-based software platform designed for educational organisations. The Service is provided on a subscription basis and accessed online; no local installation is required.

We may update or improve the Service from time to time, including bug fixes, new features, and enhancements.

### 2. Licence Grant

Upon payment of the applicable subscription fee, we grant the Customer a **non-exclusive, non-transferable, non-sublicensable licence** to access and use the Service for the duration of the subscription term.

This licence is granted **per school**, as defined in your order or invoice.

Unless stated otherwise, your licence includes:

- Use of the Service for staff and students within the licensed school
- Access to updates and improvements released during the subscription term
- Use solely for internal educational and administrative purposes

You may not:

- Copy, modify, or create derivative works of the Service
- Reverse engineer, decompile, or extract source code
- Share access outside the licensed school
- Use the Service for commercial resale or competing products

### 3. Subscription, Pricing & Renewal

Our subscription model is **annual per school**.

#### 3.1 Subscription Term

Each subscription runs for **12 months** from the date of activation or agreed start date unless otherwise stated on the invoice.

#### 3.2 Renewal

Subscriptions automatically renew for an additional 12 months unless:

- You notify us in writing at least **30 days before** the renewal date, or
- We provide notice of non-renewal

### 3.3 Pricing

Fees are set out in your order form or invoice. We may update pricing for future terms and will notify you at least **60 days** before renewal if pricing changes.

### 3.4 Payment Terms

Payment is due within **30 days** of invoice, unless otherwise agreed.  
Late payments may result in the suspension or termination of access.

## 4. Customer Responsibilities

The Customer agrees to:

- Ensure account details and user information are accurate
- Maintain appropriate user access controls within their organisation
- Prevent unauthorised access or misuse of the Service
- Use the Service only for lawful purposes and in line with acceptable use standards
- Comply with all relevant laws applicable to the Customer (e.g., education, safeguarding, data protection)

You are responsible for all activity carried out under your organisation's accounts.

## 5. Data Protection & Privacy

We act as a **data processor** for personal data you upload to the Service on behalf of your school, and as a **controller** for data relating to your subscription and support interactions.

We process personal data in accordance with:

- Our **Privacy Policy**
- Applicable UK data protection laws

We will:

- Keep data secure
- Not use school data for advertising or profiling
- Only process data as required to provide the Service
- Notify you of any data incidents in line with legal requirements

## 6. Availability & Support

We aim to provide reliable and uninterrupted access. However, the Service may be unavailable from time to time due to:

- Planned maintenance (we will give notice where reasonable)
- Emergency maintenance or outages
- Events outside our control (see Section 11)

Support is available via email or other channels as provided in your onboarding documentation.

## 7. Acceptable Use

You must not use the Service in any way that:

- Breaches applicable law
- Interferes with Service performance or security
- Attempts unauthorised access to systems or data
- Harms minors or exposes them to inappropriate content
- Introduces malware or harmful code

We may suspend access if we reasonably believe these rules are violated.

## 8. Intellectual Property

All intellectual property rights in the Service, including software, code, designs, and branding, remain our exclusive property.

Nothing in these Terms transfers ownership to the Customer.

You retain ownership of all data you upload to the Service.

## 9. Third-Party Services

Where the Service integrates with third-party tools (e.g., authentication providers, school MIS systems), you are responsible for compliance with those services' terms.

We are not liable for issues caused by third-party providers.

## 10. Termination

Either party may terminate these Terms with written notice if the other party:

- Materially breaches the Terms and does not correct the breach within **30 days**, or
- Ceases operations or enters insolvency proceedings

We may terminate immediately if you violate acceptable use requirements or misuse the Service.

### Effect of Termination

Upon termination:

- Access to the Service will cease
- Outstanding fees remain payable
- We will delete or anonymise Customer data according to our retention policy and/or DPA

## 11. Limitation of Liability

To the maximum extent permitted by law:

- The Service is provided "as is" and "as available."
- We do not guarantee uninterrupted or error-free access.
- We are not liable for indirect or consequential losses (e.g., lost profits, data loss, reputational damage).

Our total liability under these Terms is limited to the amount paid by the Customer in the **12 months preceding the claim**.

Nothing limits liability for fraud or matters that cannot legally be limited.

## **12. Force Majeure**

We are not responsible for delays or failures caused by circumstances outside our reasonable control, including power outages, natural disasters, internet failures, or third-party service disruptions.

## **13. Changes to These Terms**

We may update these Terms occasionally.

If the changes are material, we will provide **30 days' notice**. Continued use of the Service after changes take effect constitutes acceptance.

## **14. Governing Law**

These Terms are governed by the laws of **England and Wales**.

Any disputes will be resolved in the courts of **England and Wales**.

## **15. Contact Information**

For questions about these Terms:

**Email:** [info@waffleeducation.co.uk](mailto:info@waffleeducation.co.uk)