

## Aurora Classroom Terms and Conditions

### 1. What these Terms cover

1. These terms and conditions, and any other documents specified within, may be amended and updated from time to time and apply to your subscription to Aurora Classroom and its content. By using Aurora Classroom, you confirm that you agree to these Terms. Our [privacy policy](#) also applies to your use of Aurora Classroom. Unless otherwise stated in these Terms, **you** and **your** refers to any individual, entity or organisation subscribing to and/or using the Aurora Classroom platform.
2. These Terms constitute the entire agreement between us in relation to Aurora Classroom and our Content. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these Terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement. Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and will not limit the sense of the words, description, definition, phrase or term preceding those terms.

### 2. Information about us and how to contact us

1. Aurora Classroom is a part of Aurora Orchestra, a company limited by guarantee (no. 08523283) and a charity registered in England and Wales (no. 1155738). Our registered office is The Music Base, Kings Place, 90 York Way, London, N1 9AG. Our registered VAT number is GB993193088.
2. You can contact us by writing to us at [info@auroraclassroom.co.uk](mailto:info@auroraclassroom.co.uk).
3. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us when you registered.

### 3. Subscriptions and payment

In this clause, **you** and **your** means the individual, entity or organisation that purchases a subscription (or on whose behalf a subscription is purchased) to Aurora Classroom (**Account Holder**).

1. In order to subscribe you will need to create a User Account via our website, [auroraclassroom.co.uk](http://auroraclassroom.co.uk). All accounts begin with a 14-day free trial, after which point

you will be required to make payment to start your subscription to continue to access the content.

2. Our acceptance of your order for a subscription to Aurora Classroom will take place when we email you to confirm your subscription, at which point a contract will come into existence between you and us.
3. If we are unable to accept your order for a subscription, we will inform you of this in writing and will not charge you. This might be because, for example, we have identified an error in a price or description or because you have not provided all the information necessary to activate your subscription or because of payment issues.
4. The subscription fees for Aurora Classroom are detailed [here](#) on the Website. The size of your organisation will determine which subscription package you will be eligible for.
  - a. If you are a UK school, you will be offered a subscription package on the basis of the number of pupils per year group at your school at the beginning of the Subscription Period.
  - b. You may contact us to arrange one subscription to cover a number of schools under the same umbrella organisation, for example schools within one MAT or subscriptions funded by one Music Hub area.
  - c. If you are still unsure about which subscription package is correct for you and/or your entity or organisation, please contact us using the details at clause 2.2 above.
  - d. We reserve the right to update the subscription fees and subscription packages that we offer at any time, at our sole discretion. Any change of the subscription fees will be effective as of your next Subscription Period; you will be notified of these changes by email.
5. Each subscription package allows for a maximum number of individuals authorised to create User Accounts and access Aurora Classroom under your subscription, details of which will be specified in your User Account. You must issue an invitation from within your User Account to anyone that you would like to be an Authorised User under your subscription. Once they have accepted this invitation and created a User Account (if they do not already have one) they will have access to Aurora Classroom. Only staff from within your school, entity or other organisation and/or as otherwise permitted by us from time to time may be Authorised Users.
6. From time to time we may make discount codes available, which can be used when paying for your subscription to Aurora Classroom in order to pay a reduced fee. Discount Codes may be subject to eligibility criteria, and we reserve the right to reject a Discount Code and charge the applicable full subscription fee, and/or cancel your current subscription, if we believe that you are not, or the entity or organisation that you represent is not, eligible for the Discount Code you have used. Any Discount Code may not be copied, borrowed or shared with third parties without our consent. At the

end of any Subscription Period to which a Discount Code applies, your subscription will automatically renew at the applicable full subscription fee, unless you cancel your subscription in accordance with these Terms, or submit a new valid Discount Code for the next Subscription Period, before your renewal date.

7. Subscriptions are purchased on an annual basis. Your first Subscription Period will begin on the date you purchase a subscription to Aurora Classroom (ignoring any earlier Trial Period, if applicable); any active Trial Period will automatically come to an end when you purchase a subscription. When your subscription renews, subsequent Subscription Periods will begin on the relevant anniversary of the beginning of the first Subscription Period.
8. We accept payment by credit or debit card, or bank transfer. If you have a Discount Code you must provide this before making payment. If you are a UK state school we may, at our discretion, allow you to activate your Aurora Classroom subscription without initial payment, in which case payment will be due within 14 days of our invoice. If a purchase order number is required in order for our invoice to be paid you must provide this when purchasing your subscription.
9. Your subscription allows you to use Aurora Classroom continuously. It operates on a rolling basis and will automatically renew for a further Subscription Period at the then current price applicable to you unless you cancel your subscription on or before the last day of your Subscription Period. Payment for subscription renewals will be via the original payment method used to purchase the subscription (where available), unless you amend your payment method through your User Account, and will be due upon renewal or within 14 days of any invoice issued by us. It is your responsibility to ensure there is a valid and up to date payment method saved to your User Account, and we reserve the right to issue an invoice in respect of renewal of your subscription in the absence of such information.
10. Subscriptions to Aurora Classroom are non-refundable. You may cancel your subscription at any time in writing to [info@auroraclassroom.co.uk](mailto:info@auroraclassroom.co.uk). Upon cancellation of your subscription, you and all Authorised Users associated with your subscription will still be able to access Aurora Classroom for the remainder of the current Subscription Period, provided that you have already paid for it in full. You will not receive a refund for the remainder of your Subscription Period.

#### 4. Using Aurora Classroom

1. To use Aurora Classroom, you must create a user account through the Website (**User Account**) and either purchase a subscription or register as an Authorised User under an existing subscription for your organisation (you will need an invitation from the Account Holder in order to do this). To create a User Account, you will be required to

provide certain information including your email address and (if applicable) details about your organisation. You confirm that all the information you provide is and will continue to be complete and accurate and that you will update us of any changes.

- a. It is your responsibility to keep your User Account credentials (including your password) confidential and secure. You agree not to share your User Account credentials with any other individuals, or to allow any other individuals to access your User Account (with or without your permission), in each case whether or not such individuals are part of your organisation. We are not responsible for any loss or activity that occurs on or by your User Account, including loss or activity that occurs as a result of the unauthorised use of your User Account due to your failure to keep your User Account credentials secure.
  - b. If you believe someone has accessed or disclosed (as applicable) your User Account, personal information or credentials you must immediately notify us in writing using the email address detailed above, and use best efforts to change your password as soon as possible.
  - c. If you are not the Account Holder, your access to Aurora Classroom will cease or be suspended if the Account Holder's access ceases or is suspended. Your access may also cease or be suspended as otherwise set out in these Terms.
  - d. You will ensure Aurora Classroom's 'Music at Home' link is only shared securely with parents and carers, for example through a newsletter or secure app, and is done in a way that is fair, legal, and does not damage Aurora Classroom's reputation in any way.
2. In return for your agreeing to comply with these Terms, and in each case provided that you have the appropriate licence(s) in place, you may:
- a. access Aurora Classroom Content only:
    - i. in the establishment of the Account Holder for the purposes of teaching, performance or general musical enjoyment;
    - ii. in a public venue for the purposes of teaching or a performance to share learning;
    - iii. in a private venue for preparation purposes related to teaching or a performance;
  - b. share individual items of Content with the pupils of your organisation for use within the establishment of the Account Holder or in a private venue for the purposes of study or preparation for a lesson or performance. It is your responsibility to ensure that Students do not share such Content or use it for any purpose other than as permitted under this clause;
  - c. print and copy any Content that is provided through the Website in PDF or similar format (including lyrics, scores and teaching materials) for the purposes of teaching or performance whilst using the platform for the period of the subscription;
  - d. record and/or film your Students performing Content (provided that such performance is in accordance with these Terms). Audio and/or video

recordings of any such performances must only be used for strictly non-commercial purposes; and

- e. upload Recordings to:
    - i. a restricted access platform (such as a school intranet) for rehearsal purposes or for sharing with family and friends of your Students; or
    - ii. public websites (such as , but not limited to, your organisation’s website, YouTube, Facebook, Vimeo and SoundCloud), provided that:
      1. “Aurora Classroom” is included prominently as a credit; and
      2. an inbound link to [the Website](#) is provided,
  - f. and we may require by written notice by email any such Recordings to be taken down from any such platform or website at any time, and you will immediately procure the same.
3. You agree that you will:
- a. comply with these Terms and all applicable laws;
  - b. have in place (or procure that your entity or organisation has in place) at all times the relevant licences required for your intended use of Aurora Classroom and the Content;
  - c. not upload Content to public websites (except as audio accompaniment within a Recording);
  - d. not share Content with, or permit access to Aurora Classroom by any other entity or organisation or their staff or students, or any individual who is not otherwise authorised to access Aurora Classroom and/or the Content in accordance with these Terms, unless you are the Account Holder and in your usual course of business you routinely visit other entities or organisations to provide teaching or training (for example, if you are a peripatetic music teacher), in which case you may use Aurora Classroom in those contexts for that specific purpose, provided the teaching or training is delivered by you;
  - e. not create copies of Content except in circumstances described above in clause 4.2c;
  - f. not use Aurora Classroom or the Content in a manner that may infringe our intellectual property or other rights, or the intellectual property or other rights of any third party; and
  - g. not use Aurora Classroom or the Content in any way except as expressly authorised under these Terms.
  - h. If you are the Account Holder, you are responsible for ensuring that all users (including Authorised Users) accessing Aurora Classroom through your subscription comply with these Terms.
4. Aurora Classroom may only be used in accordance with these Terms and any applicable laws and regulations. You are solely responsible for making sure that your use of Aurora Classroom does not violate any applicable laws, regulations or third-party rights in your region. We reserve the right to take any appropriate action to protect our legitimate interests (including by blocking your access to your User

Account and/or Aurora Classroom (and the access of any or all of your Authorised Users where you are the Account Holder), terminating any contract with you and/or reporting any misconduct to the relevant authorities) if we suspect you are engaged in any activities that may:

- a. violate any laws, regulations and/or these Terms;
  - b. breach any third-party rights; or
  - c. cause reputational or other damage to us or any third party.
5. Aurora Classroom is registered on the UK Trade Mark Register. All intellectual property rights in Aurora Classroom and the Content belong to us (or our licensors) and the rights in the Content are licensed (not sold) to you. You have no intellectual property rights in, or to, Aurora Classroom or the Content other than the right to use them in accordance with these Terms.
6. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources and take no responsibility for these websites or their content.
7. We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your Device, information technology, computer programmes and platform to access the Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By breaching this clause, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Aurora Classroom will cease immediately.

## **5. Availability of Aurora Classroom**

1. We shall make reasonable efforts to avoid downtime and ensure that Aurora Classroom is available to you. However, access to Aurora Classroom may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads, or events outside of our control.
2. If you are the Account Holder and you do not pay the subscription fee when it is due and payable in full and do not make payment within seven days of us reminding you

that payment is due, we may suspend your subscription and your use (and the use by any of your Authorised Users) of Aurora Classroom until you have paid us the outstanding amounts. We will contact you to tell you we are suspending your subscription.

3. We shall have no liability if Aurora Classroom and/or any of Aurora Classroom's functionality or Content is unavailable due to: (a) malfunction of the hardware or software of your Device; or (b) your Device not having the required operating system or meeting any other system requirements.

## 6. Changes to Aurora Classroom

1. From time to time, we may make changes to or update the functionality of and/or Content available on Aurora Classroom at our discretion, without notice to you.
2. If any of these changes are significant (as opposed to minor) changes, we will notify you before the changes take effect. If you are the Account Holder, you may, if you wish, cancel your subscription in the event of a significant change (such as the removal of an entire unit of work).

## 7. Your rights to end the contract

In this clause 7, **you** and **your** means the Account Holder.

1. If you are ending the contract for a reason set out at (a) to (d) below we will refund you a prorated amount for the remainder of any Subscription Period that you have subscribed for and paid for and you may also be entitled to compensation. The reasons are:
  - a. we have made a significant change, or have told you about a significant upcoming change, to Aurora Classroom or these Terms which you, acting reasonably, do not agree to;
  - b. we have told you about an error in the price or description of Aurora Classroom and you, acting reasonably, do not wish to keep your subscription;
  - c. we have suspended access to Aurora Classroom for technical or any other reasons, or notify you we are going to suspend it for technical or any other reasons, in each case for a substantial period; or
  - d. since you have become aware of the issue that you have not remedied it within a certain time-frame, you have a legal right to end the contract because of something we have done wrong.
2. If you are a consumer then for most products bought online you have a legal right under the Consumer Contracts Regulations 2013 to change your mind within 14 days and receive a refund. As access to the Content (via the purchase of a subscription to

Aurora Classroom) amounts to digital content, you have 14 days after the day we email you to confirm we accept your order, or, if earlier, you have until you start downloading and/or streaming the Content. As part of agreeing to these Terms and Conditions you acknowledge that you do not have a right to cancel and receive a refund for your Subscription once you have started to download or stream any Content from the Website.

## 8. How to end the contract with us

In this clause 8, **you** and **your** means the Account Holder.

1. If you wish to cancel your subscription, please write to [info@auroraclassroom.co.uk](mailto:info@auroraclassroom.co.uk). To end your contract with us for any other reason in accordance with these Terms, please give details as to why you would like to end the contract.
2. If you are entitled to a refund under these Terms we will refund you the price you paid for your subscription (or a prorated amount thereof, as applicable under these Terms), by the method you used for payment.
3. We will make any refunds due to you as soon as possible. If you are a consumer validly exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.
4. When you end your contract with us, you and all Authorised Users associated with your subscription will cease to have access to Aurora Classroom.

## 9. Our rights to end the contract

1. We may at our sole discretion end the contract and/or suspend access to, delete or terminate your subscription and/or User Account, without notice at any time if:
  - a. you are in breach of these Terms; or
  - b. the Account Holder does not make any payment to us when it is due and still does not make payment within seven days of us reminding them that payment is due.
2. If you are the Account Holder, the suspension, termination or deletion of your subscription and/or User Account caused by you (including in the circumstances listed above) does not mean that you do not have to pay any subscription fees or other monies due to us and, in such circumstances, you will not receive a refund for the remainder of your Subscription Period.
3. We may at our sole discretion end the contract and/or suspend access to, delete or terminate your subscription and/or User Account, without notice at any time for any



other reason. We will give you reasonable advance notice of this and, if you are the Account Holder, we will provide a pro-rated refund for the remainder of your Subscription Period.

4. We may write to you to let you know that we are going to stop providing Aurora Classroom thereby ending the contract. We will give you reasonable advance notice of our stopping the supply of Aurora Classroom and, if you are the Account Holder, we will provide a pro-rated refund for the remainder of your Subscription Period.
5. When we end the contract with the Account Holder, the Account Holder and all Authorised Users associated with their subscription will cease to have access to Aurora Classroom.
6. If we end your contract with us for any reason, this is without prejudice to any other rights and remedies we may have against you.

#### **10. If there is a problem with Aurora Classroom**

1. If you have any questions or complaints about Aurora Classroom, please contact us using the details provided in clause 2.1.
2. If you are a consumer we are under a legal duty to supply digital content that is in conformity with this contract. Aurora Classroom comprises **digital content**. The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
  - a. if your digital content is faulty, you're entitled to a fix or a replacement.
  - b. if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

#### **11. Our responsibility for loss or damage suffered by you**

1. Nothing in these Terms shall limit or exclude our liability for:
  - a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - b. fraud or fraudulent misrepresentation;
  - c. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
  - d. any matter in respect of which it would be unlawful for us to exclude or restrict liability.

2. We shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us.
3. Our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount paid by the Account Holder for the applicable Subscription Period.

## 12. How we will use your personal information

1. We will only use your personal information as set out in our [privacy notice](#).

## 13. Other important terms

1. We may need to change these Terms to reflect changes in law, regulatory requirements or best practice or to deal with additional features which we introduce. Where such changes are significant we will endeavour to give you reasonable advance notice of any change. If such changes are not significant, we will endeavour to notify you of any such changes to these Terms when you next log in to your User Account. If you do not accept the notified changes you should discontinue use of Aurora Classroom, unless we, at our sole discretion, expressly agree with you that you may continue to use Aurora Classroom in accordance with the existing terms (but please note that certain new features may not be available to you). If you are the Account Holder you may have a right to end the contract.
2. We are allowed to and may transfer or assign our rights and obligations under these Terms to another organisation or subcontract. We will try to contact you to let you know if we plan to do this and if you are a consumer we will ensure that the transfer will not affect your rights under the contract.
3. The Contracts (Rights of Third Parties) Act 1999 applies to this contract; therefore only you, the Account Holder, and Aurora Classroom are bound by these Terms and Conditions.
4. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
5. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if the Account Holder

misses a payment and we do not chase them but we continue to provide Aurora Classroom, we can still require them to make the payment at a later date or suspend their and their Authorised Users' access to Aurora Classroom.

6. Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

#### 14. Definitions

1. Aurora Classroom is a subscription-based music education platform created by Aurora Orchestra.
2. The term Website refers to Aurora Classroom ([auroraclassroom.co.uk](http://auroraclassroom.co.uk)).
3. The Subscription Period, unless otherwise arranged through a specific offer, is 12 calendar months from date of payment.
4. Your User Account holds your personal information and is how you access the Website by logging in with your secure email address and password.
5. You can invite Authorised Users to your User Account to allow them access to the Website within your educational setting; for example, teachers delivering music lessons to their individual classes.
6. Content refers to all materials present on the Website, including – but not limited to:
  - a. Downloadable documents; for example: Activity and Lesson plans, Learning objectives, scores, worksheets and templates.
  - b. Audio extracts
  - c. Films
  - d. Images, illustrations and graphics
7. The term Students covers all those to whom the User Account holder and any Authorised Users deliver the Website Content.
8. The term Device refers to any equipment with which you access the Website.
9. A Recording is considered to be a specifically-made audio or visual recording of our Content; for example, for assessment evidence purposes, or to document and share learning.