

1. Definitions

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **"Attend"** refers to the attendance software platform provided as a Service by School Synergy Ltd
- **"Customer"**, **"School"**, or **"User"** refers to the subscribing educational organisation or authorised representative entering into this Agreement.
- **"Subscription Term"** refers to the duration of the Customer's active paid subscription to Attend, as outlined in Section 2.
- **"Renewal Term"** refers to any subsequent term following the initial Subscription Term, as described in Section 2.
- **"Invoice Date"** means the date an invoice is issued to the Customer for the Subscription or Renewal Term.
- **"Access"** refers to the Customer's ability to log in and use the Attend software and services.
- **"Data"** refers to all attendance and related school records uploaded, stored, or processed within Attend.

2. Subscription Term and Renewal

2.1 Subscriptions

All subscriptions to Attend are subject to a minimum commitment of twelve (12) months, unless the Customer opts for a discounted two (2) or three (3) year contract. The specific start and end dates of the Subscription Term will be clearly indicated on the Customer's invoice.

2.2 No Early Termination

Subscriptions are non-cancellable during the agreed-upon term. Customers are liable for all fees associated with the full Subscription Term, regardless of actual usage.

2.3 Auto-Renewal

To ensure continuous access to attendance data and avoid unintentional data loss, subscriptions are automatically renewed for a new term of the same duration upon the expiration of the current Subscription Term.

2.4 Notice of Non-Renewal

Renewal invoices and invitations will be emailed to the Customer one (1) month before the Subscription Term ends. If the Customer does not wish to renew, written notice must be provided prior to the start date of the Renewal Term.

2.5 Account Suspension and Data Removal

If payment is not received within sixty (60) days of the invoice date, the Customer's account and access to Attend will be disabled. If payment remains outstanding after ninety (90) days from the invoice date, all associated data will be permanently deleted. This is interpreted as an indication that the Customer no longer wishes to use Attend and enables compliance with data protection obligations.

3. Data Protection Principles – Attend as the 'Data Processor'

3.1 Rights to Use

We give your school the right to use Attend during your active subscription. This right is non-exclusive, non-transferable, and only for your internal school use.

3.2 Limits on Use

You agree not to:

- Share your login details with others outside your school/organisation.
- Copy, change, or reverse-engineer any part of Attend.
- Use Attend in a way that breaks any laws or misuses the service.

3.3 Access for Staff

The User's designated lead can create accounts for additional authorised staff as needed

4. User and School Responsibilities

4.1 Accurate Information

The User agrees to provide and maintain accurate and up-to-date information about the school and its staff users. This ensures Attend operates correctly and efficiently.

4.2 Training Commitment

The school must complete all scheduled Attend training sessions in a timely manner. These sessions are essential for the successful implementation and effective use of the platform.

4.3 Training Cancellations and Changes

If a school needs to change a scheduled training appointment, at least 24 hours' notice must be given, except in the case of an emergency. Missed sessions or changes made with less than 24 hours' notice may incur a charge.

4.4 SLT Representative

Each school must nominate a named member of the Senior Leadership Team (SLT) to act as the Attend lead. This person will:

- Help set expectations and communicate responsibilities to all staff.
- Act as the main point of contact for strategic decisions.
- Authorise or escalate issues when required.

4.5 Responsible Use

The User is responsible for all activity under their account. This includes keeping login credentials secure and ensuring only authorised staff have access to Attend.

4.6 Use as Intended

Attend must be used as intended and in accordance with the best practice guidance provided by Attend partners.

4.7 Mindful Communication

The User must be mindful when sending communications through Attend. Excessive or unnecessary messaging to parents or staff should be avoided.

4.8 Respecting GDPR Rights

If a parent requests to no longer receive communications through Attend, the User must action this by removing the parent from communications via the school's Management Information System (MIS), in line with GDPR requirements.

4.9 Acceptable Use

The User must not:

- Use Attend to send or store unlawful, harmful, or abusive content.
- Attempt to access areas of the system not intended for them.
- Interfere with or disrupt the Attend service or its infrastructure.

4.10 Compliance with Laws

The User agrees to comply with all applicable laws and regulations, particularly those relating to data protection, safeguarding, and privacy.

5. Fees and Payment

5.1 Fees Overview

All fees for Attend are set out in the school's personalised proposal. This includes the subscription fee and any additional service costs such as text messaging.

5.2 Number on Roll Updates

To ensure accurate billing and service coverage, the User is expected to provide updated Number on Roll (NOR) figures to the Attend team before the start of each renewal term.

5.3 Text Messaging Charges

Text messages are charged separately and billed termly or annually, depending on the school's sending volume.

- The current rate is £0.035 per 160-character text segment.
- Messaging usage can be tracked by the User at any time in Attend under:
Main Menu > Main > Communication > 'Usage' tab.
- If our wholesale supplier pricing changes, the updated rates will be passed on to the School.

5.4 Payment Terms

Payment is due on receipt of invoice. However, Attend provides a 30-day grace period to allow for internal school payment processing.

5.5 Late Payment

If payment has not been received after the 30-day grace period, Attend reserves the right to:

- Suspend access to the service.
- Initiate debt collection or other resolution processes.
- Apply any reasonable costs associated with recovering overdue payments.

6. Service Levels & Uptime

6.1 Service Availability

Attend aims for 100% uptime during school hours and guarantees a minimum uptime of 95% per academic year during school hours.

6.2 Maintenance and Updates

Routine maintenance and software updates are scheduled outside of school hours to avoid disruption. In rare cases where emergency maintenance is required, some access may be temporarily affected.

6.3 External System Dependencies

Attend relies on data provided through the school's Management Information System (MIS). The service is not responsible for any delays or issues caused by problems/interruptions with the school's MIS system/provider's API or data quality.

6.4 Synergy Data Link (SIMS)

For schools using the Synergy Data Link, it is the school's responsibility to ensure:

- The data link remains available 24/7
- Required SIMS updates are installed correctly and regularly. Attend cannot be held responsible for delays or data issues resulting from incorrect or out-of-date SIMS configurations.

7. Data Ownership, Privacy and Security

7.1 Data Ownership

All data entered into Attend by the User, including attendance records and contact details, remains the property of the User (the school). Attend does not claim ownership of any school data.

7.2 Data Removal

At the end of a contract, all school data will be removed from Attend production systems. Data contained in secure rolling backups will be permanently removed as part of the standard backup cycle after the 90-day deletion window. If renewal payment is not received, data will be automatically deleted within 90 days of the invoice date, in line with our GDPR obligations and to ensure that data no longer required is securely removed.

7.3 Privacy and Legal Compliance

Attend is fully compliant with applicable data protection laws, including the UK GDPR and Data Protection Act. Further details on how data is collected, used, stored, and protected can be found in our Data Agreements and Policies, which are available via our website.

7.4 Security Measures

Attend takes data security seriously. Details of the technical and organisational measures we use to protect your data are outlined in Section 3 of our Data Protection Policy. These measures include controls for data encryption, access permissions, and secure infrastructure.

8. Confidentiality

8.1 Mutual Confidentiality

Both Attend and the User agree to keep each other's confidential information private. This includes any non-public information shared in the course of using the service, such as school data, system processes, or business details.

8.2 Use of Confidential Information

Confidential information must only be used for the purposes of providing or using the Attend service. It must not be shared with anyone outside the organisation unless required by law or with written permission.

8.3 Exceptions

This obligation does not apply to information that:

- Was already publicly available.
- Becomes public through no fault of the receiving party.

- Was lawfully received from another source not bound by confidentiality.
- Must be disclosed by law or court order (in which case the disclosing party will be notified if possible).

8.4 Data Confidentiality

Any school data processed by Attend is treated as confidential and is protected under our Data Protection Policy and supporting agreement.

9. Intellectual Property

9.1 Ownership of Attend

All intellectual property rights in the Attend software, including its design, features, code, branding, and documentation, remain the exclusive property of Attend and its licensors.

9.2 No Transfer of Rights

The User is granted a right to use Attend as outlined in this agreement, but this does **not** transfer any ownership rights or grant any claim to the software itself.

9.3 Restrictions

The User must not copy, reproduce, or adapt any part of Attend or use Attend branding, materials, or content for other purposes without written permission.

9.4 Feedback and Suggestions

If the User provides feedback or suggestions for improving Attend, Attend may use these ideas without obligation or compensation, and all resulting improvements will remain the property of Attend.

10. Warranties and Disclaimers

10.1 Service Commitment

Attend is provided with reasonable skill and care. We aim to deliver a reliable and consistent service during the term of the subscription.

10.2 No Guarantee of Error-Free Service

While we work hard to maintain high standards, we do not guarantee that Attend will be completely free from errors or interruptions at all times.

10.3 Third-Party Systems

Attend relies on data from external systems, such as the school's MIS (Management Information System). We are not responsible for issues caused by delays, errors, or failures in those third-party systems.

10.4 Changes to Features and Functionality

Certain Attend features rely on external data, including information from a school's MIS. If these systems change or access is withdrawn (e.g. if an MIS provider discontinues integration), some features may be modified, reduced, or removed.

- We may also adjust or discontinue features to improve the platform, meet legal obligations, or respond to technical changes.
- While we will aim to give advance notice where possible, the User accepts that specific functionality is not guaranteed to remain available for the full subscription term.
- The User accepts that access to specific features or integrations may be withdrawn without compensation.

11. Limitation of Liability

11.1 Cap on Liability

To the fullest extent allowed by law, Attend's total liability to the User for any claims, losses, or damages related to this agreement will not exceed the total amount paid by the User for the Attend service in the **12 months** before the issue arose.

11.2 Third-Party Dependencies

Attend is not liable for any delays, loss of access, or data issues caused by third-party systems, such as the school's MIS or internet providers.

11.3 User Responsibilities

The User is responsible for:

- Keeping MIS integrations up to date.
- Protecting login details and system access.
- **Training new or replacement staff** as part of internal succession planning, following the initial training provided by Attend.

If additional training is needed after the initial setup, it can be arranged and purchased separately from Attend.

12. Termination

12.1 Termination by the User

The User may choose not to renew the subscription by providing written notice **before the renewal start date** (see Section 2.4). There is no option for early termination during the active subscription period.

12.2 Termination by Attend

Attend may terminate the agreement:

- If the User breaches these Terms and Conditions and does not correct the issue within 14 days of notice.
- If required by law or in response to misuse of the service.
- In rare cases where continuing the agreement becomes commercially or technically unviable (with reasonable notice given where possible).

12.3 Account Suspension

If payment is not received within 60 days of the invoice date, Attend reserves the right to suspend access to the platform until payment is made (see Section 2.5).

12.4 Data Deletion After Termination

All school data will be permanently deleted 90 days after the invoice date if no renewal payment is received, or at the formal end of a cancelled contract. This helps us meet GDPR requirements for removing data no longer needed.

12.5 No Refunds

Fees are non-refundable under any circumstances, including where a school switches to an MIS that is not supported by Attend or discontinues service usage.

13. Amendments to Terms

13.1 Right to Update Terms

Attend may update these Terms and Conditions from time to time. Updates may be made to reflect:

- Changes in the law or regulatory requirements.
- Improvements or changes to the Attend service.
- Clarifications or corrections.

13.2 Notice of Changes

We will give the User reasonable notice of any significant changes by email or within the Attend platform. Continued use of the service after such notice means the User accepts the updated terms.

13.3 When Changes Apply

Changes will apply at the start of the next renewal period, unless required earlier by law, urgent security concerns, government guidance, or necessary changes to accommodate updates or restrictions imposed by MIS providers.

14. Governing Law & Dispute Resolution

14.1 Governing Law

These Terms and Conditions are governed by and interpreted in accordance with the laws of England and Wales.

14.2 Jurisdiction

Any disputes relating to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of England and Wales.

14.3 Dispute Resolution

Before taking formal legal action, both Attend and the User agree to attempt to resolve any disagreement informally and in good faith, including:

- Direct discussions between relevant contacts.
- Mediation, if both parties agree it may be helpful.

This document was approved by A Cree, Director of Attend (trading as School Synergy limited) and is issued on a version controlled basis.

Signature:



Change History Record

Issue	Description of Change	Approval	Date of Issue
1	Initial issue	A Cree	27.04.2024
2	Updated	A Cree	11.06.2025