

Terms and Conditions of Service from Picture Train

1 In this contract

- 1.1 Customer means the individual or educational institution named on the Subscription/Order Form.
- 1.2 Authorised User is a pupil, teacher, parent or any individual authorised by the Customer to have access to their user ID and password.
- 1.2 Picture Train means Picture Train Limited, trading as Picture Train.
- 1.3 Contract means the conditions detailed online – charges and the completed Picture Train Subscription/Order Form.
- 1.4 Charges mean the one-off subscription charge for the Picture Train service.
- 1.5 Content refers to photographs, voice over clips, information, downloadable worksheets, photography projects, graphics and any other materials or services that are available to the Customer within the Picture Train service.

2 Picture Train Service

- 2.1 Picture Train has designed and developed its service to support and develop photography into education. This is an ongoing process and the service will reflect this.
- 2.2 Picture Train will make every effort to provide a fault free service. However, it is technically impossible to provide this and Picture Train will take steps to correct any reported faults as promptly as possible.
- 2.3 The Picture Train service is available to the school on the day when the user ID and password are issued. This will be done immediately upon receipt of payment by the Customer to Picture Train.
- 2.4 Picture Train may occasionally have to temporarily suspend the service due to a technical error or improvement of the service. Picture Train will restore the service as promptly as possible.
- 2.5 The Customer is responsible for providing suitable computer hardware, software and ICT equipment and service so that the Picture Train service can be accessed.
- 2.6 Picture Train reserves the right to remove, add or modify content from time to time as it is continuously working to enhance the service.
- 2.7 Access to the Picture Train service requires access to the intranet. The internet is independent of the service and its use is completely at the Customers risk. Picture Train has no responsibility or liability for any services, information, or any software obtained by the Customer using the internet.

3 Service Use

- 3.1 Picture Train subscribers will be issued with a user ID and password. Customers are responsible for the security and proper use of the user ID and password and should take

appropriate steps to ensure they are used properly and not disclosed to unauthorised individuals or bodies.

3.2 The Customer can download and store content for its own use.

3.3 Picture Train reserves the right to suspend the user ID and password or change the user ID and password to the service if it comes to light that there has been a breach of security.

3.4 Customers will not attempt to resell the service to any third party.

3.5 Picture Train must not be used fraudulently or in any connection with a criminal offence.

3.6 If the Customer uses the service in any way other than in accordance with the intention of Picture Train, Picture Train can treat this as a material breach of this contract and is entitled to take legal proceedings against them.

4 Copyright and intellectual Property

4.1 Picture Train is protected by copyright, trademark and other intellectual property rights.

4.2 By subscribing to the service, the Customer has been granted a licence to use the content in accordance with the terms and conditions set out in this document.

5 Photography Copyright

5.1 We work to the Copyright, Designs and Patents Act 1988, the principal legislation covering intellectual property rights in the United Kingdom and the work to which it applies.

5.2 In terms of photography, normally the individual or collective who authored the work will exclusively own the work and is referred to as the 'first owner of copyright' under the 1988 Copyright, Designs and Patents Act.

5.3 Picture Train does not enter into copyright agreements with any party. As far as we are concerned, the individual (including a child) who took the photograph owns the copyright.

6 Service Charges

6.1 The scale of charges is displayed on the Picture Train Website at all times.

6.2 Charges are a one-off life payment and the materials will be updated periodically.

6.3 Charges are subject to VAT at the current rate. Charges, inclusive of VAT, are shown on the Picture Train website.

7 Interruptions to Service

7.1 If Picture Train is unable to deliver its service because of issues beyond its control such as disconnection of power supply, flooding, lightning, exceptional weather, fire, explosion, war, or civil disorder, it will have no liability to Customers for that failure of service. If any of the issues above continue for more than 14 days, either party may serve notice on the other terminating this contract.

8 Changes to Terms and Conditions

8.1 Picture Train can change the Terms and Conditions of this contract, including the charges on 14 days' notice. This will not affect customers who have already paid the one-off fee.

9 Promotions

9.1 Picture Train organises and manages an annual national inter-school photography competition with categories for prize awards. Picture train will engage the opinion of a panel of professional colleagues to judge the winners for these awards. Picture Train has the final decision on any matters relating to this competition.

10 Law

11.1 These Terms and Conditions form a contract governed by the law of England and the parties shall submit to the exclusive jurisdiction of the English courts.

