

Quest Assessments

Customer Terms and Conditions

1. Introduction

These Terms govern the supply of Quest Assessments by Atom Learning Ltd ('Quest') to the purchasing school, trust or organisation ('Customer'). The Agreement comprises these Terms, each applicable Order, the Data Processing Agreement, the Privacy Policy and any documents expressly incorporated into an Order. In the event of inconsistency, the following order of precedence applies: (1) Order; (2) these Terms; (3) Data Processing Agreement; (4) Privacy Policy.

2. Definitions

Academic Year: 1 September–31 August.

Agreement: these Terms together with each Order and any documents expressly incorporated into them.

Assessment Credit: the right to administer one assessment to one pupil, subject to the Agreement.

Customer Data: data supplied to or processed through the Platform by or on behalf of the Customer.

Order: any quotation accepted by the Customer, purchase order accepted by Quest, signed order form, online purchase or other written agreement for Services.

Platform: the Quest Assessments platform, as modified from time to time.

Services: the Platform together with the assessments, reporting, onboarding, training, support and related services made available by Quest from time to time, subject to the applicable Order.

3. Agreement

The Agreement begins when Quest accepts the Customer's first Order or otherwise permits the Customer to access or use paid Services. Each subsequent Order forms part of the same Agreement unless Quest agrees otherwise in writing. By placing an Order or using the Services, the Customer agrees to be bound by the Agreement.

4. Orders

Customers may place Orders from time to time. Each Order may set out the Services purchased, Assessment Credits, pricing, discounts and any special commercial terms. Quest may accept or reject any Order and is not obliged to provide Services until the applicable Order has been accepted and any required information has been supplied.

5. Assessment Credits

Assessment Credits may only be used through the Platform and have no cash value. Unless otherwise agreed in the applicable Order, unused Assessment Credits expire at 11:59pm (UK time) on 31 August of the relevant Academic Year. Expired or unused credits are non-refundable, non-transferable and cannot be carried forward or exchanged. Quest may, at its sole discretion, agree an exception in writing.

6. Fees and Payment

Fees are those set out in the applicable Order and are exclusive of VAT unless expressly stated otherwise. Unless otherwise agreed in writing, invoices are payable within 30 days. Fees paid or payable are non-refundable except where required by law or expressly agreed by Quest. Quest may charge statutory interest and recover reasonable costs of collection on overdue amounts. Quest may suspend access to some or all Services where amounts are overdue, without liability and without affecting the Customer's payment obligations.

7. Services

Subject to the Agreement and payment of applicable fees, Quest grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services for its internal educational purposes during the applicable period. No ownership rights are transferred to the Customer. Quest may use third-party providers and sub-processors in delivering the Services.

8. Customer Responsibilities

The Customer is responsible for its use of the Services and will maintain account security, ensure access is limited to authorised users, ensure it has all necessary rights, permissions and lawful bases to provide Customer Data, comply with applicable laws and the Agreement, and keep information supplied to Quest reasonably accurate and up to date. The Customer is responsible for decisions made in reliance on assessment results, reports or other outputs from the Services.

9. Support and Availability

Quest will use reasonable endeavours to make the Platform available but does not guarantee uninterrupted, error-free or continuous availability. Access may be restricted or unavailable due to planned or emergency maintenance, updates, third-party services, technical issues, security concerns or circumstances beyond Quest's reasonable control. Unless expressly agreed otherwise in an Order, Quest does not provide any service level commitment or guaranteed response or resolution time. Reasonable support is ordinarily available during UK business hours.

10. Product Changes

Quest may at any time modify, update, add to, replace, restrict, suspend or remove features, functionality, content or other aspects of the Services, including for technical, operational, security, legal, educational or commercial reasons. Quest does not guarantee that any particular feature, functionality, assessment, report or interface will remain available or unchanged. Quest will use reasonable endeavours not to make changes that materially reduce the overall core functionality of the Services purchased during an applicable paid period.

11. Intellectual Property

Quest and its licensors retain all rights, title and interest, including all intellectual property rights, in and to the Platform, assessments, questions, content, software, reports and report formats, scoring and standardisation methodologies, algorithms, documentation, branding and the Services generally. Except for the limited right to use the Services under the Agreement, no rights are granted to the Customer. The Customer retains ownership of Customer Data and may retain reports generated for it for its internal educational purposes. The Customer must not reproduce, publish, distribute or make assessment content available to third parties except with Quest's prior written permission.

12. Data Protection

Processing of personal data in connection with the Services is governed by the Data Processing Agreement and Privacy Policy. The Customer remains responsible for determining that its use of the Services and provision of Customer Data complies with applicable data protection law.

13. Confidentiality

Each party shall keep the other party's confidential information confidential and use it only as necessary in connection with the Agreement. Disclosure is permitted where required by law or regulation, to professional advisers subject to confidentiality obligations, or to employees, contractors and service providers who need the information to perform the Agreement and are subject to appropriate confidentiality obligations.

14. Acceptable Use

The Customer must not, and must not permit any third party to, reverse engineer, copy or attempt to extract the source code of the Platform; circumvent or interfere with security or access controls; introduce malicious software; use the Services unlawfully or in a manner that may damage or impair them; scrape or systematically extract content or data except through functionality expressly provided by Quest; share login credentials outside authorised users; or reproduce, redistribute, disclose or make assessment content available except as expressly permitted. Quest may restrict or suspend access where it reasonably believes use breaches the Agreement, creates a security or legal risk, or may harm Quest, the Platform or other users.

15. Term

The Agreement continues until terminated in accordance with clause 16. Individual Orders and Assessment Credits remain subject to any periods, expiry dates or other terms stated in the applicable Order or these Terms.

16. Termination

Either party may terminate the Agreement on 30 days' written notice, unless an Order provides for a committed minimum term, in which case termination will not relieve the Customer of fees due for that committed term. Either party may terminate immediately where the other commits a material breach which, if capable of remedy, is not remedied within 30 days of written notice, or becomes insolvent. Quest may suspend or terminate access immediately where reasonably necessary to protect the security or integrity of the Services, comply with law, address misuse or non-payment, or prevent material harm. Termination does not affect accrued rights or payment obligations. Except where required by law or expressly agreed otherwise, termination does not entitle the Customer to a refund of fees or unused Assessment Credits. Customer Data will be handled in accordance with the Data Processing Agreement.

17. Warranties and Disclaimers

Quest warrants that it will provide the Services with reasonable skill and care. Assessment results, standardised scores, predictions, indicators, reports and other outputs are educational tools and should not be treated as guarantees of pupil performance or outcomes. The Customer remains responsible for its professional and educational judgements. Except as expressly stated in the Agreement, and to the fullest extent permitted by law, all warranties, conditions and other terms implied by statute, common law or otherwise are excluded.

18. Limitation of Liability

Nothing in the Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot lawfully be excluded or limited. Subject to this, Quest will not be liable for any indirect, consequential or special loss, or for loss of profits, revenue, business, anticipated savings, goodwill or data. Quest's total aggregate liability arising out of or in connection with the Agreement in any 12-month period will not exceed the greater of (a) the fees paid or payable by the Customer to Quest in that 12-month period and (b) £10,000. The limitations in this clause apply whether liability arises in contract, tort (including negligence), breach of statutory duty or otherwise.

19. Force Majeure

Quest is not liable for any delay, interruption or failure to perform caused by circumstances beyond its reasonable control, including failures of internet, hosting, telecommunications, utilities or third-party services.

20. Changes to these Terms

Quest may update these Terms from time to time. Updated Terms will apply from the date specified by Quest. Where a change materially affects the Customer's rights or obligations in relation to an existing paid Order, Quest will provide reasonable prior notice. Continued use of the Services after the effective date of an update constitutes acceptance of the updated Terms, to the extent permitted by law.

21. General

The Customer may not assign or transfer the Agreement without Quest's prior written consent. Quest may assign or transfer the Agreement to an affiliate or in connection with a reorganisation, financing, sale or transfer of all or part of its business or assets. If any provision is invalid or unenforceable, the remaining provisions remain in effect. A failure or delay in exercising a right is not a waiver. The Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes prior discussions, statements and arrangements relating to that subject matter. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the parties. A person who is not a party to the Agreement has no right to enforce it under the Contracts (Rights of Third Parties) Act 1999.

22. Governing Law

The Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement.