

FLORENCE ACADEMY
TERMS AND CONDITIONS OF SERVICE

Last updated: 19 March 2025

1. Introduction

1.1 These Terms and Conditions govern the provision of services by Digital Staff Solutions Limited (**trading as Florence Academy**) to its Customers. By using the Florence Academy platform, Customers agree to comply with these terms.

1.2 Florence Academy provides an online learning platform for care organisations to train their staff using both:

- **Florence Academy-generated content** – official training materials developed by Florence Academy.
- **User-generated content** – content created and uploaded by Customers or their staff.

1.3 These Terms apply alongside a separate commercial contract, which specifies pricing, service levels, and any agreed variations from these standard Terms.

1.4 These Terms are regularly updated, and the latest version is available at <https://www.florence.co.uk/terms-conditions/>. Continued use of the services constitutes acceptance of any revised Terms.

2. Customer Responsibilities

2.1 Scale of Operations

Customers, particularly those managing large-scale organisations with hundreds or thousands of staff, must:

- Assign designated administrators to oversee training assignments and track progress.
- Regularly review and update user access to prevent unauthorised use.
- Ensure all uploaded content meets compliance and regulatory requirements.
- Provide Florence Academy with up-to-date staff lists and training requirements.

2.2 User Management

Customers are solely responsible for:

- Managing staff accounts, including inviting, activating, suspending, and deactivating users.
- Assigning mandatory and optional training modules.
- Monitoring training completion rates to ensure compliance.

- Investigating and addressing internal staff concerns regarding training assignments.

2.3 Legal and Regulatory Compliance

Customers must ensure:

- All training requirements align with their regulatory frameworks.
 - Florence Academy's platform functionalities comply with their internal policies.
 - User data and training records are managed in accordance with GDPR and UK GDPR.
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3. Fees and Pricing

Specific details on fees, pricing models, and payment terms are outlined in the separate commercial agreement signed between Florence Academy and the Customer. Below is a general framework:

3.1 Pricing Models

Customers are charged based on one of the following models:

- **Flexible model (usage-based):** Fees are calculated based on the highest number of active users in a billing period.
- **Fixed pricing model:** A pre-agreed set monthly or annual fee.

Minimum use model: The customer will be liable to pay the agreed minimum monthly fee irrespective of active usage, as outlined in the signed commercial agreement.

3.2 Billing and Payments

- Fees are payable monthly or annually, as per the Customer's contract.
- Customers are billed for the full month of activation, regardless of start date.
- Payments must be made within 7 days of the invoice date.
- Late payments may incur interest at 4% above the Bank of England base rate.
- Florence Academy reserves the right to suspend services for non-payment.

3.3 Price Adjustments

- Standard price changes require 30 days' notice.
- Regulatory cost increases may result in pricing changes with 14 days' notice.
- Customers who do not accept a proposed price increase may terminate their contract by providing written notice before the increase takes effect.

3.4 Fair Usage Policy

To ensure commercial sustainability, Florence Academy may apply a Fair Usage Policy. Customers exceeding fair usage limits may be subject to revised pricing.

3.5 Taxation

- Prices are exclusive of VAT unless otherwise stated.

- VAT rates applicable in Northern Ireland and Scotland may differ and will be applied accordingly.
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4. Data Protection and Confidentiality

4.1 Data Protection Compliance

Both Florence Academy and Customers must comply with:

- UK GDPR and the Data Protection Act 2018.
- Any applicable local data privacy laws.

4.2 Data Processing

- Florence Academy acts as a **Data Processor** and processes personal data only as instructed by the Customer.
- The Customer remains the **Data Controller**, responsible for ensuring the lawful collection and processing of data.

4.3 Confidentiality Obligations

- Both parties agree to maintain the confidentiality of sensitive data.
- Florence Academy may only access user data for troubleshooting and service delivery.

4.4 Security Measures

- Florence Academy will implement appropriate security measures to protect data.
- Customers must ensure their staff use secure passwords and authentication methods.

4.5 Data Retention and Deletion

Upon contract termination, Florence Academy will delete or return all data unless legally required to retain it.

5. Indemnities & Liability

5.1 Indemnification

The Customer agrees to indemnify and hold Florence Academy harmless against claims, damages, or legal proceedings resulting from:

- Misuse of the platform.
- Non-compliance with these Terms.

5.2 Limitation of Liability

Florence Academy's total liability shall not exceed the fees paid in the 12 months preceding a claim.

5.3 Exclusions of Liability

Florence Academy is not liable for:

- Indirect or consequential losses.
 - Loss of business, revenue, or profit.
 - Data breaches caused by Customer negligence.
 - Service disruptions beyond its control (e.g., cyberattacks, infrastructure failures).
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6. Termination & Force Majeure

6.1 Termination by Florence Academy

Florence Academy may terminate a contract if:

- A Customer fails to make payments within 7 days of the due date.
- The Customer breaches material obligations and fails to remedy them within 14 days.
- The Customer enters insolvency or administration.

6.2 Termination by the Customer

- If the Customer has agreed to a fixed contract period, it will automatically renew for the same duration and terms unless written notice is provided at least **60 days** before the current period ends.
- For all other cases, the Customer must give **6 months' written notice** to terminate.

6.3 Force Majeure

Neither party is liable for contract failures caused by events beyond their reasonable control (e.g., war, cyberattacks, natural disasters). If such an event continues for **30+ days**, either party may terminate the contract.

7. Governing Law & Jurisdiction

7.1 Jurisdiction

These Terms are governed by English law, except for:

- **Northern Ireland** – disputes will be governed by Northern Irish law.
- **Scotland** – disputes will be governed by Scottish law.

7.2 Dispute Resolution

Any disputes shall be resolved in the courts of the relevant jurisdiction.

Final Notes

- These Terms replace all previous agreements.
- Florence Academy may update these Terms at its discretion. Updates will be published at <https://www.florence.co.uk/terms-conditions/>.
- If any provision is found unenforceable, the remaining Terms shall still apply.