



## Alps Subscription 2021 Special Offer Agreement

We are Alkemygold Limited registered in England and Wales under company number 04258920 and our registered office is Kevin Conway House, Longbow Close, Bradley, Huddersfield, HD2 1GQ (“**We/Our/Us/Alps**”)

**You/Your** means the school, college that is confirming your placement of an order for a Special Offer Subscription from Us

**Party** means You or Us

### Background and Definitions

- A. In consideration of the offer of services at a discounted price from Alps (“**Special Offer**”), You agree to purchase a Special Offer Subscription on the terms set out and referred to in this Special Offer Agreement.
- B. **Special Offer Price** mean the special offer price contained in Your Offer Email.
- C. Site Terms and Conditions means the Site Terms and Conditions available on the Alps website at [www.alps.education](http://www.alps.education)
- D. **Special Offer Subscription** means the subscription that you have chosen for the Special Offer Price.
- E. **Offer Email** means the email sent to you confirming the Special Offer Price of Your Special Offer Subscription available to You if You Subscribe before 30 April 2021 and if more than one such email has been sent to you then the latest one sent to You before Your offer to enter into this Special Offer Agreement.
- F. Other terms defined in the Site Terms and Conditions will have the same meaning when used in this Special Offer Agreement unless otherwise stated or implied by the context of their use.

### Our Obligations

1. We shall deliver the Special Offer Analysis in accordance with the terms of this Special Offer Agreement.
2. We shall charge You for the Special Offer Analysis at the Special Offer Price.

### Your Obligations

3. You shall pay the Special Offer Price amount to Alps within 30 days from the date of Our invoice.
4. If you do not utilise the Special Offer Subscription for any reason, You shall still be liable to pay the applicable price and We shall not be required to reimburse any amounts paid.
5. If You fail to pay all or part of the Special Offer Price by the time in clause 3 above, the Special Offer Price shall cease to apply and You agree to pay the published or usual prices for the Subscription you have ordered.
6. You agree to pay the published or usual prices for any Services you order that are not included in the Special Offer Subscription.



## General

7. By registering to place your order for the Special Offer You make an offer to purchase the Special Offer Subscription for the Special Offer Price and otherwise subject to this Special Offer Agreement.
8. By confirming Your order to Us in any format or issuing an invoice for the Special Offer Price, We may accept your offer and this Special Offer Agreement will have effect.
9. The submission of data by You and the processing and delivery of Services by Us and the use of Alps software and systems to deliver the Special Offer Subscription shall all be governed by the terms of this Special Offer Agreement which terms include the Site Terms and Conditions as if expressly set out in this Special Offer Agreement.
10. The elements of this Special Offer Agreement shall take effect in the following descending order of precedence in the event of any incompatibility between their respective terms:
  - a. Special Offer Subscription
  - b. Special Offer Agreement
  - c. Site Terms and Conditions.
11. This Special Offer Agreement (including the documents referred to in it) constitutes the entire agreement between You and Us in relation to the Special Offer.
12. As a condition of this Special Offer Agreement You undertake to keep the existence and the terms of this Special Offer Agreement secret and confidential at all times and not to disclose it to any third party and to take proper and all reasonable measures to ensure the confidentiality of this Special Offer Agreement. The obligations of confidentiality set out in this clause shall not apply to any information that you can show by written records:
  - a. is in or subsequently comes into the public domain (through no fault on Your part or that of any employee, officer or advisor of Yours);
  - b. is shared only with professional advisors subject to a duty of confidentiality or
  - c. is disclosed in compliance with the order of a court of competent jurisdiction.
13. By ticking the box to confirm you agree to this Special Offer Agreement You warrant and represent that You are able to enter into this Special Offer Agreement and that it will have legal effect if We accept Your offer in accordance with the terms of this Special Offer Agreement.