

Terms & Conditions

GCSE Classroom Ltd (trading as Classroom42) — Version 2.0

Version 2.0 — Effective 27/08/2026

1. Who we are and how to reach us

GCSE Classroom Ltd, a company registered in England and Wales, company number **13318939**, registered office **Tyler House, Tyler Street, Stratford-upon-Avon, CV37 6TY**. We trade as **Classroom42**.

Email: support@classroom42.com · Telephone: 01789 569299

These Terms govern your use of the Classroom42 platform at <https://classroom42.com>, including our learning content, quizzes, AI-marked exam questions, exam builder, videos, and teacher tools (“the Platform”).

By accessing or using the Platform you agree to these Terms. If you do not agree, please do not use the Platform.

2. Which terms apply to you

The Platform is used under two different kinds of arrangement, and some terms differ:

- **School subscriptions** — a school or organisation subscribes and provides access to its teachers and pupils. This is a business-to-business contract. Our Data Processing Agreement is incorporated into it and forms part of these Terms.
- **Individual memberships** — an individual purchases access directly. Where the purchaser is acting outside their trade or profession, they are a **consumer** and have additional statutory rights. Sections marked **[Consumers]** apply.

Nothing in these Terms affects your statutory rights as a consumer.

3. Age and capacity

3.1 Individual memberships must be purchased by someone aged 18 or over. If the Platform is for a child, a parent or guardian must make the purchase and enters into this contract on the child’s behalf. By purchasing you confirm you are 18 or over.

3.2 Where a parent or guardian purchases for a child, that adult is responsible for the child’s compliance with these Terms.

4. Accounts

4.1 School subscriptions. A subscription grants access for a defined number of teachers and pupils, for the subjects purchased, for the subscription term agreed at the time of purchase. Teacher accounts are set up by us after purchase. Teachers can then create and manage pupil logins in the Teacher Dashboard.

4.2 Additional courses. Where an additional course is purchased at an add-on, supplementary or otherwise discounted rate during an existing school subscription, the additional course will be added to the existing subscription and will have the same expiry date as that subscription, regardless of the date on which the additional course is purchased. The purchase of an additional course at a discounted add-on rate does not create a new subscription term unless expressly agreed by us in writing. The applicable expiry date will be confirmed at the time of purchase.

4.3 Individual memberships. Access to the subjects selected, for the term purchased.

4.4 Account sharing is not permitted. Each user must have their own credentials. Teachers must not share their credentials with pupils or other staff. Credentials must not be shared, sold, or published.

4.5 You are responsible for keeping credentials confidential and for activity under your account. Tell us promptly at support@classroom42.com if you think an account has been compromised.

4.6 Schools are responsible for deactivating accounts for staff and pupils who leave.

5. Using the Platform properly

5.1 The Platform is for **educational use**. You may not:

- Copy, redistribute, resell, sublicense, or publish our content outside your school or personal use
- Use the Platform for commercial purposes not covered by your subscription
- Attempt to gain unauthorised access to any part of the Platform, another user's account, or our infrastructure
- Probe, scan, or test the vulnerability of the Platform without our written permission
- Use automated tools to scrape, harvest, or bulk-download content
- Circumvent access controls or usage limits
- Upload or submit unlawful, abusive, defamatory, or harmful material
- Interfere with the Platform's operation or with other users' use of it

5.2 Do not enter personal or sensitive information into answer fields. Answer fields are for exam responses. Do not enter names, contact details, health information, or anything about yourself or others that the question does not call for. Teachers should make pupils aware of this.

5.3 Academic honesty is a matter for your school. Nothing on the Platform is intended to be submitted as your own work for formal assessment where that would breach your school's or an exam board's rules.

5.4 We may suspend or terminate access for breach of this section — see Section 15.

6. Payment, cancellation, and refunds

6.1 School subscriptions [Business]

Schools are invoiced directly. Payment terms are 30 days from invoice.

Because a school subscription is a business-to-business contract, the statutory cancellation rights that apply to consumers do not apply.

Once teacher logins have been created and access to the Platform and downloadable resources have been provided, invoices cannot be cancelled, voided, or credited, as the benefit of the subscription has been delivered.

6.2 Individual memberships [Consumers]

Payment is taken online via Stripe before access is granted.

Your right to cancel. Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 you normally have **14 days** from the date of purchase to cancel and receive a full refund.

How immediate access affects this right. Because access is granted immediately, at checkout we will ask you to:

1. **Expressly consent** to us beginning to provide the service during the 14-day cancellation period; and 2.

Acknowledge that by doing so you will lose your right to cancel once the service has been fully performed.

If you give that consent and then cancel within 14 days, you may still cancel, and we will refund you **less a proportionate amount for the service already provided** up to the point you told us.

If you do **not** give that consent, access begins after the 14-day period ends.

To cancel, email support@classroom42.com within 14 days. We will refund to your original payment method within **14 days** of being told.

6.3 Your statutory rights [Consumers]

Under the Consumer Rights Act 2015, digital content and services must be of satisfactory quality, fit for purpose, and as described. **Nothing in these Terms limits those rights.** If the Platform does not meet them you may be entitled to a repair, a price reduction, or a refund. Please contact us first — we would like the chance to put things right.

6.4 Trials and free content

A **30-day free trial** is available for teachers. Free sample topics are available to everyone. No payment is due during a trial, and a trial does not convert into a paid subscription without a separate purchase.

6.5 Renewals

Memberships do not auto-renew, and will expire automatically after the agreed expiry date if a renewal is not confirmed.

6.6 Price changes

We may change prices for future subscription terms. Existing paid terms are unaffected. We will give notice before a renewal at a changed price.

7. AI marking — how it works and what it does not do

7.1 The Platform uses artificial intelligence to suggest marks and generate written feedback on free-text exam-style answers.

7.2 **How it works.** When an answer is submitted, the answer text, the question, and the markscheme are sent to a third-party AI provider, which returns a suggested mark and feedback. That output is stored against the pupil's record. Full details — including where this processing takes place and what the provider may retain — are in our Privacy Policy and, for schools, in Annex 1 of our DPA.

7.3 **AI marks are suggestions, not determinations.** A teacher can view, amend, or reject any AI-generated mark or feedback. We do not use AI to make any decision with a legal or similarly significant effect on a pupil.

7.4 **Accuracy is not guaranteed.** We test and monitor output quality but **we do not warrant that AI-generated marks or feedback are accurate, complete, or consistent with how an exam board would mark the same**

answer. Teachers should review AI output before relying on it, communicating it as a formal assessment, or using it in reporting.

7.5 AI-generated marks are not qualifications, carry no formal standing, and are not submitted to any exam board.

7.6 The Platform is a **learning support tool**. It does not replace teaching, and we make no promise about examination results or academic outcomes.

8. Availability

8.1 We aim to keep the Platform available at all times but do not guarantee uninterrupted access.

8.2 We may carry out maintenance and upgrades, which may cause temporary downtime. We will give notice of planned maintenance where practicable and schedule it outside school hours where we can.

8.3 If the Platform is unavailable for an extended period other than through planned maintenance or a Force Majeure Event, we may at our discretion extend the subscription term or provide a credit. This does not affect consumers' statutory rights under Section 6.3.

9. Our content and intellectual property

9.1 All content on the Platform — including questions, quizzes, videos, written explanations, markschemes, images, software, and design — is owned by GCSE Classroom Ltd or licensed to us, and is protected by copyright and other intellectual property rights.

9.2 Subject to these Terms and payment of the applicable fees, we grant you a **limited, non-exclusive, non-transferable, revocable licence** to access and use the content for your own teaching or study during your subscription term.

9.3 You may not copy, adapt, distribute, publish, sell, or make our content available outside your school or personal use. Where we make resources available for download, they may be used within the subscribing school only.

9.4 **Independence from exam boards.** Classroom42 is not affiliated with, endorsed by, or connected to AQA, Pearson Edexcel, OCR, WJEC/Eduqas, or any other awarding organisation. References to specifications, subjects, and grades are for identification only. Trade marks belong to their owners.

9.5 Content you create — pupil answers, teacher-authored material — remains yours. You grant us a licence to host, process, and display it as necessary to provide the Platform. Where a school is the controller of that data, our DPA governs how we handle it.

10. Data protection

10.1 Our handling of personal data is set out in our Privacy Policy and Cookie Policy.

10.2 **For schools:** where we process personal data on your behalf, our Data Processing Agreement applies and is incorporated into these Terms. Schools act as data controller; we act as data processor. A countersigned copy is available on request.

11. Third-party links

The Platform may link to third-party websites. We do not control them and are not responsible for their content or their handling of your data.

12. Force majeure

12.1 We are not liable for delay or failure to perform caused by events beyond our reasonable control, including: failure of hosting, network, or infrastructure providers; cyberattack; internet or telecommunications disruption; power failure; fire or flood; natural disaster; epidemic or pandemic; war, terrorism, or civil disturbance; industrial action; and government action or regulatory change ("**Force Majeure Event**").

12.2 We will tell you as soon as reasonably practicable and take reasonable steps to resume service.

12.3 If such an event prevents us from fulfilling our obligations for a prolonged period, we will work to resolve the issue as soon as possible and may, at our discretion, provide an extension or credit.

13. Liability

13.1 What we never exclude

Nothing in these Terms excludes or limits our liability for: - death or personal injury caused by our negligence; - fraud or fraudulent misrepresentation; - breach of the terms implied by section 12 of the Sale of Goods Act 1979 or the equivalent provisions of the Consumer Rights Act 2015; - any other liability that cannot lawfully be excluded or limited.

13.2 Consumers [Consumers]

If you are a consumer, we are responsible for loss or damage you suffer that is a foreseeable result of our breach or our failure to use reasonable care and skill. We are not responsible for loss or damage that is not foreseeable.

We are not liable for business losses. If you use the Platform for any commercial or business purpose, the limits in 13.3 and 13.4 apply.

Your statutory rights under the Consumer Rights Act 2015 are not affected by this section.

13.3 Business customers [Business]

Subject to 13.1, we are not liable for: loss of profits, revenue, business, contracts, anticipated savings, or goodwill; loss of or corruption of data (except to the extent caused by our failure to meet the security obligations in the DPA); or any indirect or consequential loss. We are not responsible for exam results or academic outcomes based on platform use.

13.4 What the Platform is not

The Platform is educational support. It is not a substitute for teaching, and we do not warrant that using it will produce any particular examination result or academic outcome.

14. Complaints

If something has gone wrong, please contact support@classroom42.com or call **01789 569299**. We aim to acknowledge within 2 working days and aim to resolve as soon as we can.

15. Suspension and termination

15.1 We may suspend or terminate access where a user materially breaches these Terms — in particular Section 5. Where practicable and appropriate we will give notice and an opportunity to remedy first.

15.2 We may suspend access immediately without notice where necessary to protect the Platform, our other users, or the security of personal data.

15.3 No refund is due where an account is terminated for a material breach, except where a refund is required by law.

15.4 You may stop using the Platform at any time. Cancellation and refund rights are in Section 6.

15.5 On termination, our handling of data is governed by the Privacy Policy and, for schools, clause 10 of the DPA.

16. Changes to these Terms

16.1 We may update these Terms periodically. Continued use of the platform constitutes acceptance of any changes.

17. General

17.1 These Terms, together with the Privacy Policy, Cookie Policy, and (for schools) the DPA, form the entire agreement between us.

17.2 You may not transfer your rights under these Terms without our written consent. We may transfer ours to a successor, provided your rights are not adversely affected.

17.3 If any provision is held unenforceable, the rest continues in force.

17.4 A delay in enforcing these Terms is not a waiver.

17.5 A person who is not a party has no rights under the Contracts (Rights of Third Parties) Act 1999.

17.6 These Terms are governed by the **laws of England and Wales**. Any disputes will be subject to the **exclusive jurisdiction of UK courts**.

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