



Terms and Conditions

SeatSmart Ltd
Company Number: 17026753
28 Kemble Green
East Newton Aycliffe
DL5 5AS
Last Updated: 11/02/2026

1. Definitions

In these Terms:

“Agreement” means these Terms and Conditions together with the Order Form, Service Level Agreement and Data Processing Agreement.

“Customer” means the educational institution purchasing a subscription to the Service.

“Service” means the SeatSmart cloud-based classroom seating and layout software.

“Subscription Term” means the term stated in the Order Form.

“Users” means authorised employees of the Customer.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England.

2. Licence Grant

2.1 Subject to payment of the Fees, SeatSmart grants the Customer a non-exclusive, non-transferable, non-sublicensable licence to access and use the Service during the Subscription Term.

2.2 The licence is granted solely for the Customer's internal educational purposes.

2.3 The Customer shall not:

- Resell or sublicense the Service;
- Attempt to reverse engineer the Service;
- Permit unauthorised third-party access.

3. Subscription and Fees

3.1 Fees are payable annually in advance unless otherwise agreed in writing.

3.2 Payment terms are 30 days from invoice date.

3.3 SeatSmart reserves the right to suspend access where payment is overdue by more than 30 days, following written notice.

3.4 Fees are exclusive of VAT.

4. Customer Responsibilities

The Customer shall:

- Ensure it has lawful authority to upload and process personal data.
- Ensure data uploaded via manual entry or CSV is accurate and necessary.
- Maintain appropriate internal access controls.
- Keep login credentials secure.
- Ensure compliance with UK GDPR as Data Controller.

SeatSmart is not responsible for inaccurate or excessive data uploaded by the Customer.

5. Third-Party Integrations

5.1 The Service integrates with Microsoft 365 and Google Classroom, where enabled.

5.2 SeatSmart is not responsible for:

- Third-party API changes;
- Service outages of Microsoft or Google;
- Security incidents originating within third-party platforms;
- Data inaccuracies arising from third-party systems.

6. Service Availability

Service levels are governed by the Service Level Agreement.

SeatSmart does not warrant uninterrupted or error-free operation.

7. Refunds

If a school is not satisfied after purchase, a refund may be requested within 14 days of the invoice date, provided the Service has not been substantially used.

After 14 days, annual licence fees are non-refundable, except where SeatSmart is unable to provide the Service due to technical failure.

Refunds are not provided for:

- Change of staffing or priorities
- Failure to use the software
- Reduction in student numbers mid-term

If a licence is cancelled, access will continue until the end of the paid licence period.

Refund requests should be emailed to invoices@seatsmart.co.uk

8. Intellectual Property

All intellectual property rights in the Service remain the property of SeatSmart Ltd.

The Customer acquires no ownership rights.

9. Confidentiality

Each party shall keep confidential information confidential and shall not disclose it except as required by law.

10. Data Protection

Personal data processing is governed by the Data Processing Agreement.

11. Liability

SeatSmart's total aggregate liability in any 12-month period shall not exceed 100% of Fees paid in that period.

SeatSmart shall not be liable for:

- Indirect or consequential loss;
- Loss of profits;
- Loss of data caused by Customer negligence;
- Loss arising from third-party systems.

Nothing excludes liability for death or personal injury caused by negligence.

12. Termination

Either party may terminate for material breach not remedied within 30 days of written notice

Upon termination, access to the Service shall cease and data handled per the DPA.

13. Governing Law

This Agreement is governed by the laws of England and Wales.