
SmartScreen

Smartscreen

Powered by Canvas

Version 1.0

Last modified 25-November-2025

For external use

Abstract red geometric shapes, including a large triangle and overlapping circles, forming a modern design at the bottom of the page.

1. Terms & Conditions for use of SmartScreen

This page (together with the documents referred to on it) ("**Terms**") sets out the terms and conditions which apply to the use of the www.smartscreen.co.uk website ("**SmartScreen**").

SmartScreen is a comprehensive tutor and learner on-line resource portal operated by City & Guilds Limited ("**City & Guilds**", "**we**", "**us**" or "**our**") to support the delivery of qualifications, apprenticeships and other products and hosted by our licensor, Instructure Global Limited (Reg. No. 8938689) ("**Instructure**") on its learning management platform ("**Canvas**"). City & Guilds is a company limited by shares (Reg. No. 16513878). Our registered office is at Giltspur House, 5-6 Giltspur Street, London EC1A 9DE.

By placing an order for a SmartScreen Subscription and/or actually using SmartScreen, you, the City & Guilds approved centre ("you" or "your"), indicate that you accept these Terms and agree to abide by them. You also acknowledge that you are responsible for ensuring that all persons who access SmartScreen through your SmartScreen Account or SmartScreen Subscription are aware of these Terms and the SmartScreen User Guides, and that they comply with them.

1.1. Your SmartScreen Subscription

a. For the purposes of these Terms:

- i. "**Product**" means the qualification, apprenticeship or other product supported by SmartScreen which you subscribe to under your SmartScreen Subscription;
- ii. "**SmartScreen Account**" means your account with us on the Walled Garden for your SmartScreen Subscription;
- iii. "**SmartScreen Customer Administrators**" mean your staff members who are registered with us as being SmartScreen Customer Administrators in your SmartScreen Account;
- iv. "**SmartScreen User Guides**" means the SmartScreen (Powered by Canvas) User Guide for Customer Admins, the SmartScreen (Powered by Canvas) User Guide for Tutors and the SmartScreen (Powered by Canvas) User Guide for Learners (individually or collectively as the context requires);
- v. "**Users**" mean your SmartScreen Customer Administrators, other staff members (including tutors) and learners who are authorised by you to access and use SmartScreen under your SmartScreen Subscription; and

vi. “**your SmartScreen Subscription**” means the subscription(s) for Product(s) which you place an order for.

b. Your SmartScreen Subscription is governed by these Terms, together with the **SmartScreen User Guides** and the **Terms and Conditions of Use for the Walled Garden** (<https://www.walled-garden.com>).

c. By placing an order for your SmartScreen Subscription, you acknowledge and agree that you have read these Terms, the **SmartScreen User Guides** (including (without limitation) any technical requirements, such as any relating to Multi-factor authentication for accessing SmartScreen, set-out therein) and the **Terms and Conditions of Use for the Walled Garden** (<https://www.walled-garden.com>).

d. Prices quoted exclude United Kingdom Value Added Tax or any other applicable local tax, which shall (if applicable) be added to our invoices at the appropriate rate.

e. Unless expressly specified otherwise, all prices displayed are quoted in pounds sterling and all invoices and remittances shall be in the same currency.

1.2. Your Status

a. By placing an order for your SmartScreen Subscription, you warrant that:

- i. the individual placing the order is an employee of your organisation; the individual placing the order is authorised to do so on your organisation's behalf; and
- ii. your organisation is free to accept and agree to abide by these Terms and is not bound by, and not aware of, any circumstances which would prevent your organisation from complying with these Terms.

b. All communication from us in relation to your SmartScreen Subscription will be sent to your SmartScreen Customer Administrators. These will be:

- i. on commencement of your SmartScreen Subscription, your staff member who placed the order for your SmartScreen Subscription; and
- ii. thereafter, your staff member who placed the order for your SmartScreen Subscription and/or any other staff members who have been added as SmartScreen Customer Administrators.

b. It is your responsibility to ensure that only staff members who are authorised to receive communication from us in relation to your SmartScreen Subscription are registered on the Walled Garden and that we have correct contact details for your SmartScreen Customer Administrator(s) at all times. A SmartScreen Customer Administrator can update their contact details, or add a new SmartScreen Customer Administrator for your organisation, at any time by using the ‘user management’ tab on <https://www.walled-garden.com>.

1.3. Subscribing to SmartScreen

- a. To subscribe to SmartScreen, you place an order via the Walled Garden.
- b. After placing an order for your SmartScreen Subscription, you will receive an order confirmation from us, via the Walled Garden, confirming the Product(s) you are subscribing to ("**Subscription Confirmation**").
- c. The **SmartScreen User Guides** set-out instructions on how your tutors and learners can access SmartScreen. It is your responsibility to pass this information on to them.
- d. The subscription fees for your SmartScreen Subscription will be invoiced to you on placing your order and shall be payable in accordance with the payment terms set out in the **Terms and Conditions of Use for the Walled Garden**.

1.4. Term of your SmartScreen Subscription

- a. Your SmartScreen Subscription will begin on either:
 - i. the date we send you the Subscription Confirmation; or
 - ii. either:
 - a. the start date you have selected for the subscription to the Product on placing the order for your SmartScreen Subscription (if you are subscribing to one Product only); or
 - b. the earliest start date you have selected for a subscription to a Product on placing the order for your SmartScreen Subscription (if you are subscribing to more than one Product and have selected start dates).

Annual Subscription

- b. If your subscription to a Product is an Annual Subscription, the subscription to that Product will automatically expire **twelve (12) months** from its start date.

Rolling Subscription

- c. If on placing the order for your SmartScreen Subscription you have selected a Rolling Subscription to a Product (instead of an Annual Subscription), the subscription to that Product will automatically renew **twelve (12) months** from its start date and thereafter every **twelve (12) months**. To end the subscription to that Product once it has renewed, you will first need to switch the subscription to an Annual Subscription, and thereafter the subscription to that Product will automatically expire on the next renewal date.

Licence Subscription

- d. If on placing the order for your SmartScreen Subscription you have selected a Licence Subscription to a Product (instead of an Annual Subscription or a Rolling Subscription), the subscription to that Product will automatically expire **twelve (12) months** from its start date.
- e. Your SmartScreen Subscription will end on either:

- i. the expiry date for the subscription to the Product (if you are subscribing to one Product only); or
- ii. the latest expiry date for a subscription to a Product (if you are subscribing to more than one Product).

This is subject to our rights to terminate your SmartScreen Subscription, or a subscription to a Product, in the event of breach in accordance with these Terms.

1.5. Cancellation

a. You may cancel:

- i. your SmartScreen Subscription within seven (7) working days from the date on which you received the Subscription Confirmation from us, provided that none of your tutors or learners have accessed the SmartScreen Subscription; or
- ii. your subscription to a Product within seven (7) working days from the date on which you received the Subscription Confirmation from us, provided that none of your tutors or learners have accessed that Product.

Your right to cancel your SmartScreen Subscription, or subscription to a Product, ends as soon as a tutor or learner accesses the SmartScreen Subscription or the Product (as applicable).

b. To cancel your SmartScreen Subscription, or subscription to a Product, you must notify us using one of the following methods:

iii. by email at: digitalsales@cityandguilds.com; or

iv. by post at: Digital Sales (SmartScreen subscriptions)

City & Guilds (140A)

Giltspur House

5-6 Giltspur Street

London

EC1A 9DE

c. If you cancel your SmartScreen Subscription, or subscription to a Product, in accordance with the above, we will provide you with a full refund of the subscription fees paid to us for your SmartScreen Subscription or the Product (as applicable). We will process your refund as soon as reasonably possible and, in any case, within thirty (30) days of receipt of your notice of cancellation to us. We will usually refund payment to you using the same method as you used to make payment to us.

1.6. Accessing and using SmartScreen

- a. Your SmartScreen Subscription grants you and Users a right to access and use SmartScreen during the term of your SmartScreen Subscription, subject to these Terms.
- b. The right of access and use is personal to you, non-exclusive, revocable, non-assignable and non-sublicensable. Only individuals who are either staff members or your learners are permitted as Users, and only Users may access and use SmartScreen, under your SmartScreen Subscription.
- c. If your subscription to a Product is a Licence Subscription:
 - i. you must ensure that the number of Users does not exceed the number permitted under your subscription; and
 - ii. you acknowledge that once assigned to a User, a license purchased cannot be re-assigned to any other individual.
- d. Users will be required to generate and maintain password and other log-in information in order to access SmartScreen. You must keep, and must procure that Users keep, such passwords and other log-in information confidential and ensure that such information is not shared with third-parties.
- e. You must not, and must procure that Users do not, when using SmartScreen, store, distribute or transmit any material that:
 - i. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; and/or
 - ii. facilitates illegal activity; and/or
 - iii. is discriminatory based on race, ethnicity, gender, religious belief, political belief, sexual orientation or disability; and/or
 - iv. is otherwise illegal or causes damage or injury to any person or property.
- f. You must not, and must procure that Users do not, when using SmartScreen:
 - v. copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute, all or any portion of SmartScreen or its contents or Canvas, in any form or media or by any means, except strictly as permitted under clause 9; and/or
 - vi. de-compile, reverse compile, disassemble, reverse engineer or otherwise attempt to extract the source code of all or any part of SmartScreen or Canvas; and/or
 - vii. access, all or any part of SmartScreen or Canvas, in order to build a product or service which competes with SmartScreen or Canvas; and/or
 - viii. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make available, SmartScreen or its contents or Canvas, to any third-party, except strictly to Users as permitted under these Terms; and/or
 - ix. obtain, or assist third-parties in obtaining, access to SmartScreen or Canvas, except strictly as permitted under these Terms.

- g. We reserve the right, without liability or prejudice to our other rights, to disable your or Users' access to SmartScreen, or to any content or material on SmartScreen, at any time if, in our opinion, you and/or a User have failed to comply with these Terms.
- h. We reserve the right to suspend or withdraw or restrict the availability of all, or any part of, SmartScreen for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

1.7. Access to Third-Party Platforms via LTIs or APIs

- a. There are occasions where SmartScreen connects to a third-party platform ("**Third-Party Platform**") and allows Users under your SmartScreen Subscription to access such Third-Party Platform via Learning Tools Interoperability ("**LTI**") or an Application Programming Interface ("**API**"). We use this where we believe the e-learning materials in question provide a better user experience on the e-learning platform they were originally designed to sit on (e.g. due to the availability of extra-functionality there).
- b. Where your SmartScreen Subscription includes connection and access to a Third-Party Platform, Users will be required to accept any third-party provider's terms of use or service attached to such Third-Party Platform, in addition to these Terms. Acceptance of such third-party provider's terms of use or service are likely to be indicated by way of a User's:
 - i. clicking to accept or agree to them (where this option is made available by the third-party provider in the relevant LTI or API); or
 - ii. acceptance in writing to the third-party provider; or
 - iii. continuing to use the Third-Party Platform.
- c. Any such third-party provider's terms of use or service are separate and independent of these Terms. You must ensure that Users are aware of them, and that Users comply with them, when accessing and using your SmartScreen Subscription.

1.8. Data Protection

- a. For the purposes of applicable data protection law, you and City & Guilds are independent controllers of personal data (as such terms are defined under data protection law), and each party will comply at all times with its respective obligations under applicable data protection law.
- b. We will collect and process such personal data that City & Guilds reasonably requires to provide you with access to SmartScreen and any Third-Party Platform (as applicable) from time to time including your name and email address in accordance with the following City & Guilds Privacy Policies:
 - i. the Learner Privacy Policy (<https://www.cityandguilds.com/help/help-for-learners/learner-policy>) (in the case of learners); and
 - ii. the Customer Privacy Policy or the Associate Privacy Policy (<https://www.cityandguilds.com/help/customer-privacy-notice> or

<https://www.cityandguilds.com/help/associate-privacy-notice>) (in the case of your staff members (including tutors)),

as updated and amended from time to time.

- c. You must direct Users to the relevant City & Guilds Privacy Policy made available by City & Guilds from time to time prior to, or at the time of, their use of SmartScreen.
- d. We may transfer personal data outside of the UK and EEA, including (without limitation) for the purpose of hosting, maintenance and support of SmartScreen. Where we do transfer personal data outside of the UK and EEA, we will ensure that such transfers comply with applicable data protection law. This includes (without limitation) by ensuring appropriate safeguards are in place for the transfer where necessary.
- e. Pursuant to the above, we transfer personal data to Instructure, for processing in the EEA and the United States of America, for the purpose of hosting, maintaining and supporting SmartScreen. For the purposes of applicable data protection law, Instructure acts as a processor (as defined under applicable data protection law) of City & Guilds.
- f. If we or you become aware of any unauthorised or unlawful processing of, or accidental loss or destruction of, or damage to, personal data arising from, or in connection with, SmartScreen, we shall notify each other without undue delay of becoming aware of such processing, loss, destruction or damage, and provide reasonable co-operation and assistance in relation to: (1) investigating such processing, loss, destruction or damage; (2) mitigating any possible adverse effects to data subjects caused by such processing, loss, destruction or damage; and (3) determining whether the processing, loss, destruction or damage is required to be notified to the United Kingdom's Information Commissioner (or any other relevant supervisory authority or regulatory authority) and/or communicated to any data subject in accordance with data protection law.
- g. If we or you receive any complaint, notice or communication which relates directly or indirectly to the processing of personal data by you or us (as applicable) arising from, or in connection with SmartScreen, we shall notify each other without undue delay and provide reasonable co-operation and assistance in relation to investigating any such complaint, notice or communication.

1.9. Intellectual property rights

- a. We or our licensors (as applicable) are the owner of all intellectual property rights in and to SmartScreen, its contents, and Canvas. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- b. You must not, and must procure that Users do not:
 - iii. print-off or download extracts or copies, or modify copies, of any page(s) of SmartScreen or material on SmartScreen, except strictly as permitted under clause 9(c): and/or

- iv. use any illustrations, photographs, video or sound recordings or any graphics in such extracts or copies separately from any accompanying text; and/or
 - v. download, copy, record or broadcast any video or sound recording or Sharable Content Object Reference Model (“**SCORM**”) files from SmartScreen; and/or
 - vi. share content or material from SmartScreen, or any copies of it, with any third-parties; and/or
 - vii. commercially exploit any content or material from SmartScreen, or any part of the content or material on SmartScreen, without obtaining a written licence to do so from us.
- c. You and Users may print-off or download Microsoft Word, Microsoft PowerPoint and Adobe PDF materials on SmartScreen, provided that:
- i. any such printing or downloading is for use solely for the purpose of your delivery of the qualification or apprenticeship to your learners;
 - ii. any such printing or downloading is limited to the term of your subscription to a Product; and
 - iii. our status (and that of any identified contributors) as the authors of the material is always acknowledged.
- d. If you, or a User, print-off, download, modify, use, share or exploit any contents of SmartScreen or the material on it in breach of these Terms, your right, and/or the relevant User’s right, to use SmartScreen will cease immediately, and we may, at our option, terminate your SmartScreen Subscription, or any subscription to a Product. On its termination, you must, and/or must procure that the relevant User must, at our option, return or destroy any copies of the contents or material made.

1.10. Trade marks

- a. ‘SmartScreen’, ‘City & Guilds’, “Instructure” and “Canvas” are registered trade marks owned by City & Guilds Limited or Instructure (as applicable), and may not be used without obtaining a written licence to do so from us or Instructure (as applicable).

1.11. Linking to SmartScreen

- a. You and Users may link to the SmartScreen home page, provided it is done so in a way that:
 - i. is fair and legal;
 - ii. does not damage our reputation or take advantage of it; and
 - iii. does not suggest any form of association, approval or endorsement on our part where none exists.
- b. SmartScreen must not be framed on any other website, and you must not create, and must procure that Users do not create, a link to any part of SmartScreen other than the home page.

1.12. Links from SmartScreen

a. Links from SmartScreen to third-party websites are provided for information only. We have no control over the contents or availability of such sites, and we accept no responsibility for them or liability for any loss or damage that may arise from use of such sites.

1.13. Reliance on material posted

a. Commentary, information and other material on SmartScreen is not intended to amount to advice on which reliance should be placed, and we accept no responsibility for such material or liability for any loss or damage that may arise from any reliance placed upon such material.

1.14. Viruses, hacking, and other offences

a. We do not guarantee that SmartScreen will be free from bugs or viruses.

b. You are responsible for configuring your information technology, computer programmes and platform to access SmartScreen, and for procuring that Users do the same. You must use your own, and must procure that Users also use, appropriate anti-virus protection software.

c. You must not, and must procure that Users do not, when accessing or using SmartScreen:

- i. knowingly store, distribute or transmit into, or via, SmartScreen or Canvas any viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful; and/or
- ii. attack SmartScreen or Canvas via a denial-of-service or distributed denial-of service attack; and/or
- iii. gain unauthorised access to SmartScreen or Canvas, or any equipment, device, server, program, network, or database connected to SmartScreen or Canvas.

d. By breaching the above, you or a User (as applicable) would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and co-operate fully with such authorities in connection with any investigation. In the event of such a breach, your right, and/or the relevant User's right, to use SmartScreen will cease immediately and we may, at our option, terminate your SmartScreen Subscription, or any subscription to a Product.

e. We accept no responsibility or liability for any loss or damage caused by a virus or other malicious or technologically harmful material, or any denial-of-service or distributed denial-of-service attack, that may affect or infect your, any User's or any third-party's, equipment, devices, programs, networks, databases or other proprietary material due to use of SmartScreen, the downloading of any content or material from it, or the use of on any website linked to it.

1.15. Changes to SmartScreen

a. We aim to update SmartScreen regularly and may change, update or remove its contents at any time. Notwithstanding this, any of the content or material on SmartScreen may be out-of-date at any given time, and we are under no obligation to update such content or material at any time.

1.16. Our liability

a. SmartScreen and its contents are provided on an 'as is' and 'as available' basis, without any warranties, representations, conditions or guarantees of any kind. This includes (without limitation) any warranties as to:

- i. availability;
- ii. use being uninterrupted, timely or error-free;
- iii. freedom from viruses or other malicious or technologically harmful material or denial-of-service or distributed denial-of-service attack;
- iv. accuracy, reliability or completeness of content or material;
- v. correction of defects in operation or functionality; and
- vi. suitability or fitness for any particular purpose or requirements.

b. To the extent permitted by law, we expressly exclude:

- i. all warranties, representations, conditions and all other terms of any kind which might otherwise be implied by statute or common law; and
- ii. any liability, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any:

- a. loss of profits; and/or
- b. loss of business, sales or revenue; and/or
- c. loss of contract; and/or
- d. loss of anticipated savings; and/or
- e. loss or corruption of data; and/or
- f. loss of, or damage to, goodwill; and/or
- g. wasted expenditure; and/or
- h. indirect or consequential loss,

in connection with SmartScreen, or the use of, or inability to use, SmartScreen, or the use of, or reliance upon, the contents of SmartScreen, at any time.

c. Our total liability arising from, or in connection with, these Terms will be limited to **one-hundred and fifty per cent (150%)** of the subscription fees paid or payable by you in the **twelve (12) months** preceding the incident giving rise to such liability.

d. These exclusions and limitations set out above do not affect our liability for:

- i. death or personal injury caused by negligence;
- ii. fraud or fraudulent misrepresentation; and

iii. any other liability which cannot be excluded or limited under applicable law.

e. You shall indemnify, and hold us harmless, against: (1) all claims and threatened claims by third-parties (including our licensors); (2) any costs (including reasonable legal fees) incurred by us in defending against such claims; and (3) all liabilities of ours to third-parties (including our licensors), arising from, or in connection with, any breach of these Terms by you or Users.

1.17. Contacting us

a. If you or Users have any concerns at any time about accessing SmartScreen, or with its contents, please contact us by one of the following means:

- i. by email at: digitalsales@cityandguilds.com; or
- ii. by post at: Digital Sales (SmartScreen subscriptions)
City & Guilds (140A)
Giltspur House
5-6 Giltspur Street
London
EC1A 9DE

1.18. Variations to these Terms

a. We may revise these Terms from time to time to the extent reasonably necessary to reflect changes which may affect our business. These include (without limitation) changes in:

- i. market conditions; and/or
- ii. operational processes; and/or
- iii. payment methods; and/or
- iv. applicable law.

You will be subject to the version of these Terms as posted on SmartScreen at the time of your and Users' use of SmartScreen.

1.19. Jurisdiction and applicable law

a. These Terms, and any dispute or claim arising out of, or in connection with, them or their subject matter, will be governed by, and construed in accordance with, the law of England and Wales, and the parties hereby submit to the exclusive jurisdiction of the English courts.

Contact us

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5-6 Giltspur Street

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About City & Guilds

City & Guilds is the global skills partner, empowering people, organisations and economies to develop the skills they need for growth. With almost 150 years of trusted expertise, we support people into work, help them develop on the job and move into the next job.

We work with Governments, employers, training providers, colleges and industry stakeholders to design and deliver high-quality training, qualifications, assessments and credentials that lead to meaningful career progression. We understand the life changing link between skills development, social mobility and success. Our solutions span critical sectors including construction, engineering, transport, energy and electrical, serving over 1 million learners annually.

Through our comprehensive portfolio of brands and trusted global network, we set industry-wide standards for technical, behavioural and commercial skills to improve performance and productivity. We believe you can achieve your potential - and we're here to help make it happen.

Every effort has been made to ensure that the information contained in this publication is true and correct at time of publication. However, City & Guilds products and services are subject to continuous development and improvement, and the right is reserved to change products and services from time to time. City & Guilds cannot accept responsibility for any loss or damage arising from the use of information in this publication.

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