

THE LITERACY SHED PLUS

TERMS & CONDITIONS

Last updated: 21st April 2017

1. Introduction

1.1. This document (together with any documents referred to in it) tells you the terms and conditions (the 'Conditions') upon which we will license the Digital Content listed on this website (the 'Website') to you.

1.2. We remain the owners of the Digital Content at all times and do not sell the Digital Content to you.

1.3. Before confirming your order please:

1.3.1. Read through these Conditions and in particular our cancellations at clause 12.4 and limitation of our liability and your indemnity at clause 16

1.3.2. Print a copy for future reference

1.3.3. Read our privacy policy regarding your personal information

1.4. By ordering any of the Digital Content listed on this Website, you agree to be legally bound by these Conditions. You will be unable to proceed with your transaction if you do not accept these terms and conditions as may be modified or amended and posted on this Website from time to time

1.5. We reserve the right to revise and amend the Website, our disclaimers and the Conditions at any time without notice to you. Your continued use of the Website (or any part thereof) following a change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether we have changed these Conditions.

2. About us

2.1. This Website is owned and operated by The Literacy Shed Limited ('we'/'us'/'our'), a limited company registered in England and Wales under company number: 8703269 having our registered office at 4 Redisher Close, Ramsbottom, BL09RX

3. Communications

3.1. You agree that email and other electronic communications can be used as a long-distance means of communication and acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing.

3.2. We will contact you by email or provide you with information by posting notices on our Website.

4. Registration

4.1. When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

4.2. By registering on the Website you undertake:

4.2.1. That all the details you provide to us for the purpose of registering on the Website and using the Digital Content are true, accurate, current and complete in all respects

4.2.2. To notify us immediately of any changes to the information provided on registration or to your personal information

4.2.3. That you are over 18 or if under 18 you have a parent or guardian's permission to register with and use the Digital Content accessed from this Website in conjunction with and under their supervision

4.2.4. To only use the Website using your own username and password

4.2.5. To make every effort to keep your password safe

4.2.6. Not to disclose your password to anyone

4.2.7. To change your password immediately upon discovering that it has been compromised

4.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

4.3. You authorise us to transmit your name and other personal information supplied by you (including updated information) to obtain information from third parties about you, including, but not limited to, credit reports and so that we may authenticate your identity.

5. Eligibility to purchase from the Website

5.1. To be eligible to use the Digital Content accessed on this Website and lawfully enter into and form contracts with us, you must:

5.1.1. Be 18 years of age or over

5.1.2. Be legally capable of entering into a binding contract

5.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

6. Licence

6.1. We grant you a non-transferable, non-exclusive licence to use the Digital Content in accordance with the terms set out in these Conditions and the rules, policies and terms listed on our Website (the 'Licence'). By starting to download, stream or otherwise access ('access') the Digital Content, you agree to comply with all the terms of the Licence and you must not access the Digital Content if you do not agree to comply with them.

6.2. We reserve all rights other than those granted in clause 6.1.

6.3. If any open-source software is included in the Digital Content, you will also be bound by the licence terms applicable to that open-source software which, where appropriate, may override some of the terms of this Licence.

6.4. You acknowledge that you have no right to access the source code of any Digital Content supplied to you.

6.5. You may access, view, display, store and use the Digital Content on up to 10 devices for your personal purposes only.

6.6. You acknowledge and accept that Digital Content may be made available to you with accompanying security technologies including technical protection measures which are supplied as an inseparable part of the Digital Content.

7. Licence restrictions

7.1. You must:

7.1.1. keep the Digital Content and all copies of the Digital Content in your possession secure

7.1.2. include the copyright notices supplied with the Digital Content on any copies you make of the Digital Content

7.1.3. comply with all laws and regulations relating to the accessing and use of the Digital Content

7.2. You must not:

7.2.1. copy or allow copying of the Digital Content for any purpose other than is incidental to backing it up or is necessary to use it in accordance with the Licence

7.2.2. sub-license, rent, lease or loan the Digital Content or transfer it in any way or make it available in any way for use on any device belonging to any another person

7.2.3. alter, modify or combine the Digital Content with any other digital content or attempt to use altered, modified or combined forms of the Digital Content without our prior written consent

7.2.4. reverse-engineer, decompile or disassemble the Digital Content or use it in any way to create a derivative product

- 7.2.5. use the Digital Content in any unlawful manner or for any unlawful purpose
- 7.2.6. act fraudulently or maliciously in any way in using or in relation to the Digital Content
- 7.2.7. attempt to disable, by-pass, override or otherwise prevent from working any security technologies including technical protection measures which accompanied the Digital Content when it was made available to you
- 7.2.8. use the Digital Content in any way which would damage, impair or interfere with our systems, security or provision of the Digital Content or the lawful use of the Digital Content by any other person
- 7.2.9. interfere with, attempt to obtain or obtain any data or information in relation to our systems and our provision of the Digital Content
- 7.2.10. use the Digital Content in any way which infringes any Intellectual Property rights in the Digital Content belonging to us, our licensors or any other person

8. Requirements for Digital Content

In order to access and use the Digital Content you will need to meet the technical requirements set out on our Website

9. Price

- 9.1. The prices of the Digital Content are quoted on the Website.
- 9.2. Unless otherwise stated, the prices quoted include VAT (VAT Number: 229 5827 75).
- 9.3. We reserve the right, by giving notice to you at any time before delivery or performance of our obligations to you, to increase the price of the Digital Content to reflect any increase in the cost to us due to any factor beyond our control (such as without limitation, any foreign exchange fluctuation, significant increase in the costs of labour, materials or other costs of manufacture).

10. Payment

- 10.1. Payment can be made by STRIPE as explained on the order form.
- 10.2. By placing an order, you consent to payment being charged to your account as provided on the order form including subsequent recurring charges as set out as the time of order.
- 10.3. Payment will be debited and cleared from your account before the making available of the Digital Content to you.
- 10.4. By accepting these Conditions you:
 - 10.4.1. Undertake that all the details you provide to us for the purpose of using the Digital

Content are correct and that the payment card you are using is your own and that there are sufficient funds to cover the cost of the Digital Content ordered

10.4.2. Undertake that any and all Digital Content ordered by you are for your own private or domestic use only and not for resale or sub-licensing

10.5. We will take all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part, we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from our Website.

11. Order process and formation of a contract

11.1. Any order placed by you constitutes an offer to take a licence of the Digital Content from us.

11.2. On placing an order for Digital Content, you offer to comply with all the terms of the Licence.

11.3. All such offers received from you are subject to acceptance by us and we reserve the right to refuse any order placed by you at any time prior to acceptance, without providing an explanation.

11.4. You shall be responsible for ensuring the accuracy of the details provided by you during the order process and we will not accept an order unless all details requested from you have been entered correctly.

11.5. You agree that if we contact you to acknowledge receipt of your order such communication shall not amount to our acceptance of your offer to take a licence of the Digital Content ordered by you from the Website.

11.6. Subject to clause 12, a contract between you and us (the 'Contract') incorporating these Conditions will only subsist after we have debited your payment card and have confirmed that we shall be making the Digital Content available. We will send you an email to confirm this (a 'Confirmation Notice'). The Confirmation Notice will amount to an acceptance of your offer to take a licence of the Digital Content from us. The Contract will be formed when we send you the Confirmation Notice (whether or not you receive it).

11.7. The Contract will relate only to the Digital Content stated in the Confirmation Notice. We will not be obliged to supply any other Digital Content which may have been part of your order until we have sent you a separate Confirmation Notice relating to it.

11.8. You must check that the details contained in the Confirmation Notice are correct and you should print out and keep a copy of it.

11.9. In the event that we make the Digital Content available to you prior to sending you a Confirmation Notice, our making the Digital Content available to you will be acceptance of your order in relation to the Digital Content. You must comply with the Licence and these Conditions insofar as they apply to the Digital Content from the time you access the Digital Content.

11.10. You will be subject to the version of our policies and Conditions in force at the time that you order the Digital Content from us, unless:

11.10.1. Any change to those policies or these Conditions is required to be made by law or governmental authority

11.10.2. We notify you of any change to our policies or these Conditions before we send you the Confirmation Notice, in which case, we are entitled to assume that you have accepted it, unless we receive written notification from you to the contrary within seven calendar days of receipt of the Confirmation Notice

12. Delivery of Digital Content

12.1. The Digital Content will be supplied by the means specified on the Website or in the Confirmation Notice.

12.2. The Digital Content will be made available within a reasonable time from the date of the Confirmation Notice.

12.3. We will not be liable for any delay in making the Digital Content available, however caused.

12.4. Refunds on cancellation

12.4.1. Due to the electronic nature of the subscription, you understand and agree that we are unable to offer refunds under any circumstance.

13. Complaints

If you have a comment, concern or complaint about any Digital Content you have purchased from us, please contact us via email at info@literacyshed.com or by post at 4 Redisher Close, Ramsbottom, BL09RX

14. Intellectual property

14.1. Digital Content sold or licensed by us and Website content may be subject to copyright, trade mark or other intellectual property rights in favour of third parties. We acknowledge those rights.

14.2. You acknowledge the copyright, trade mark and all other intellectual property rights in the Digital Content belong to us or to our licensors and you acknowledge that you have no

copyright, trade mark or other intellectual property rights in the Digital Content other than the rights to use the Digital Content in accordance with the Licence.

14.3. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks, utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to Literacy Shed Ltd moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world) and you acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

14.4. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

14.5. You may retrieve and display the content of the Website on a computer screen (including interactive white boards, projectors and similar devices), store such content in electronic form on disk (but not any server or other storage device connected to a network) or print multiple copies of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website.

14.6. You acknowledge that any other use of the material and content of this Website is strictly prohibited and you agree not to (and agree not to assist or facilitate any third party to) copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works from such material and content.

14.7. No licence is granted to you in these Conditions to use any of our trade marks or those of our affiliated companies.

15. Website use

You are permitted to use the Website and the material contained in it only as expressly authorised by us under our terms of use.

16. Liability and indemnity

16.1. Notwithstanding any other provision in the Conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

16.1.1. Death or personal injury resulting from our negligence

16.1.2. Fraud or fraudulent misrepresentation

16.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

16.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

16.2. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these Conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.

16.3. We will not be liable if the Website is unavailable at any time.

16.4. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.

16.5. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage resulting from action taken in reliance on material or information contained on the Website.

16.6. You might download, stream or otherwise access digital content which you consider to be offensive, indecent, explicit or objectionable in circumstances where this material has or has not been labelled to alert you to this. You agree to order the Digital Content and access it at your sole risk. We are not liable to you if the Digital Content is offensive, indecent, explicit or objectionable, whether or not it was labelled to alert you to this risk.

16.7. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful

that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or as a result of your downloading, streaming or otherwise accessing any Digital Content supplied on the Website or from any website linked to it.

16.8. We will use all reasonable endeavours to carry out our obligations within a reasonable period of time but will not be liable to you for any loss, costs or expenses arising directly or indirectly from any delays in doing so.

16.9. You agree not to use the Digital Content for any commercial purposes.

16.10. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent misrepresentations) or otherwise for:

16.10.1. any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings and any loss related to your business, the extent of which was not foreseeable at the time of the contract); or

16.10.2. any loss of goodwill or reputation; or

16.10.3. any special losses or losses not normally reasonably foreseeable at the time of the contract; or

16.10.4. any loss of data; or

16.10.5. wasted management or office time; or

16.10.6. any other loss or damage of any kind suffered or incurred arising out of or in connection with the provision of any matter under these Conditions and/or the Contract and/or the use of this Website or any aspect related to your agreement to take a licence of the Digital Content even if such losses are foreseeable or result from a deliberate breach of these Conditions by us that would entitle you to terminate the Contract between us or as a result of any action we have taken in response to your breach of these Conditions. Without prejudice to the terms of this clause and in the event that we are unable to rely upon it, our liability for all and any losses you suffer as a result of us breaking the Contract, whether or not deliberate, including those listed in clauses 16.10.1 to 16.10.6, is strictly limited to the total of the price of and any delivery charges you paid for the Digital Content.

16.11. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these Conditions by you, or any other liabilities arising out of your use of this

Website or any other person accessing the Website using your personal information with your authority.

16.12. You acknowledge that:

16.12.1. the Digital Content is not made or adapted for your specific requirements,

16.12.2. it is your responsibility to check that your device is suitable for the use of the Digital Content in accordance with our specifications, and

16.12.3. it is your responsibility to check that the Digital Content is suitable for your requirements.

16.13. We are not liable if the Digital Content is not suitable for use on your device or for your requirements.

16.14. This clause does not affect your statutory rights as a consumer, nor does it affect your contractual cancellation rights.

17. Termination

17.1. We reserve the right to terminate an agreement formed with you and to suspend or terminate your access to the Website immediately and without notice to you if:

17.1.1. You fail to make any payment to us when due

17.1.2. You breach these Conditions (repeatedly or otherwise)

17.1.3. You are impersonating any other person or entity

17.1.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

17.1.5. We suspect you have engaged, or are about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

17.1.6. you breach any of the Licence restrictions in this Contract or infringe the intellectual property rights of any person in the Digital Content

17.2. On termination of this Contract,

17.2.1. all rights granted to you to use the Digital Content will terminate

17.2.2. we may require you to delete or remove the Digital Content from any devices on which you have downloaded, streamed or otherwise transferred it and to prove to us that you have done so

17.2.3. we may require you to destroy all copies of the Digital Content in your possession, custody or control and to prove to us that you have done so.

17.2.4. you consent to us remotely accessing your devices on which the Digital Content has been downloaded, streamed or otherwise accessed or transferred and removing the Digital Content from such devices if we in our discretion decide to do so.

18. Events outside our control

18.1. We shall have no liability for delays or failures in delivery or performance of our obligations to you resulting from any act, event, omission, failure or accident outside of our control ('Event Outside Our Control'), which, without limitation, includes:

18.1.1. A strike, lock-out or other industrial action

18.1.2. Shortages of labour, fuel, power, raw materials where we could not take reasonable action to obtain alternative supplies in time to perform this contract

18.1.3. Late, defective performance or non-performance by suppliers where we could not by taking reasonable action obtain alternative supplies in time to perform this contract

18.1.4. Private or public telecommunication, computer network failures or breakdown of equipment

18.1.5. Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war

18.1.6. Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions

18.1.7. Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport

18.1.8. Acts, decrees, legislation, regulations or restrictions of any government

18.1.9. Other events, beyond our reasonable control

18.2. Our performance will be deemed to be suspended for the period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will use reasonable endeavours to minimise any delay caused by the Event Outside Our Control or to find a solution by which our obligations may be performed despite this event. We shall promptly notify you of any Event Outside Our Control giving details of it and (where possible) the extent and likely duration of any delay.

18.3. Where an Event Outside Our Control prevents us from performing our obligations to you within 25 days from the date we sent you the Confirmation Notice, either you or we may terminate the Contract by giving 5 days written notice to the other.

18.4. If the Contract is terminated due to an Event Outside Our Control, we will refund you any money you have paid to us under the Contract.

19. Privacy policy

19.1. You consent to us collecting and using technical information about the device on which you download, stream or otherwise access and use the Digital Content and about any associated hardware and software used by you so that we may improve our service to you and ascertain whether you are in breach of the terms of the Licence.

19.2. You consent to us collecting and using data related to the location of the device on which you download, stream or otherwise access and use the Digital Content so that we may improve our service to you and ascertain whether you are in breach of the terms of the Licence.

19.3. We shall be entitled to process your data in accordance with the terms of our Privacy Policy. Please view this document for further information. All information provided by you will be treated securely and in accordance with the Data Protection Act 1998 (as amended).

19.4. You can find full details of our Privacy Policy on the Website.

19.5. We do not store credit card details nor do we share customer details with any 3rd parties

20. Third party rights

Except for our affiliates, directors, employees or representatives, a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

21. External links

21.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

21.1.1. The privacy practices of such websites

21.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

21.1.3. The use which others make of these websites; or

21.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources

22. Linking to the Website

22.1. You may create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

22.2. Any link must be:

22.2.1. Established from a website that does not contain content that is offensive,

controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted

22.2.2. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

22.2.3. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

22.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

22.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

23. Entire agreement

23.1. The Contract represents the entire agreement between us in relation to the subject matter of the Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

23.2. We each acknowledge that, in entering into a Contract, neither of us has relied on any express or implied representation, undertaking or promise given by the other from anything said or written in any negotiations between us prior to such Contract except as has been expressly incorporated in such Contract.

23.3. Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these Conditions.

24. General

24.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

24.2. All prices and descriptions supersede all previous publications. All product descriptions are approximate.

24.3. Every effort is made to keep information regarding stock availability on the Website up to date. However, we do not guarantee that this is the case, or that stock will always be available.

24.4. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question will not be affected.

24.5. All Contracts are concluded and available in English only.

24.6. If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under it or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

24.7. A waiver by us of any default shall not constitute a waiver of any subsequent default.

24.8. No waiver by us of any of these Conditions or of any other term of a Contract shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 3

24.9. Any Contract between you and us is binding on you and us and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of the Contract, or any of your rights or obligations arising under it, without our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

25. Governing law and jurisdiction

25.1. The Website is controlled and operated in the United Kingdom.

25.2. Every purchase you make shall be deemed performed in England and Wales.

25.3. The Conditions and any Contract brought into being as a result of usage of this Website will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.

Website - terms and conditions of use

Please read these terms and conditions carefully as they contain important information about your rights and obligations when using this website (the 'Website')

The Website is owned and operated by Literacy Shed Limited ('we'/'us'/'our'), a limited company registered in England and Wales under company number: 8703269 having our registered office at 4 Redisher Close, Ramsbottom, BL09RX.

The term 'you' refers to the user or viewer of our Website.

By browsing on or using the Website you are agreeing to comply with and be bound by these terms and conditions which, together with our privacy policy, governs our relationship with you regarding the use of our Website.

1. Access

1.1. You will be able to access parts of the Website without having to register any details with us. However, from time to time certain areas of this Website may be accessible only if you are a registered user.

1.2. You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them.

1.3. We make reasonable efforts to ensure that this Website is available to view and use 24 hours a day throughout each year however, this is not guaranteed. The Website may be temporarily unavailable at any time because of: server or systems failure or other technical issues; reasons that are beyond our control; required updating, maintenance or repair.

1.4. Where possible we will try to give you advance warning of maintenance issues but shall not be obliged to do so.

2. Registering on this Website

2.1. When registering on the Website you must choose a username and password. You are responsible for all actions taken under your chosen username and password.

2.2. By registering on the Website you undertake:

2.2.1. That all the details you provide to us for the purpose of registering on the Website are true, accurate, current and complete in all respects

2.2.2. You will notify us immediately of any changes to the information provided on registration

2.2.3. You are over 18 or if under 18 you have a parent or guardian's permission to register with the Website in conjunction with and under their supervision

2.2.4. To only use the Website using your own username and password

2.2.5. To make every effort to keep your password safe

2.2.6. Not to disclose your password to anyone

2.2.7. To change your password immediately upon discovering that it has been compromised

2.2.8. To neither transfer or sell your username or password to anyone, nor permit, either directly or indirectly, anyone other than you to use them

3. Eligibility to purchase from the Website

3.1. To be eligible to use the Digital Content accessed on this Website and lawfully enter into and form contracts with us, you must:

3.1.1. Be 18 years of age or over

3.1.2. Be legally capable of entering into a binding contract

3.2. If you are under 18, you may only use the Website in conjunction with, and under the supervision of, a parent or guardian. If you do not qualify, you must not use our Website.

4. Intellectual property

4.1. The content of the Website is protected by copyright (including design copyrights), trade marks, patent, database and other intellectual property rights and similar proprietary rights which include, (without limitation), all rights in materials, works, techniques, computer programs, source codes, data, technical information, trading business brand names, goodwill, service marks utility models, semi-conductor topography rights, the style or presentation of the goods or services, creations, inventions or improvements upon or additions to an invention, confidential information, know-how and any research effort relating to The Literacy Shed Limited moral rights and any similar rights in any country (whether registered or unregistered and including applications for and the right to apply for them in any part of the world).

4.2. You acknowledge that the intellectual property rights in the material and content supplied as part of the Website shall remain with us or our licensors.

4.3. You may download or copy the content and other downloadable items displayed on the Website subject to the condition that the material may only be used for personal non-commercial purposes. Copying or storing the contents of the Website for other than personal use is expressly prohibited.

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- 5.2. We will not be liable to you if the Website is unavailable at any time.
- 5.3. We attempt to ensure that the information available on the Website at any time is accurate. However, we do not guarantee the accuracy or completeness of material on this Website. We use all reasonable endeavours to correct errors and omissions as quickly as practicable after becoming aware or being notified of them. We make no commitment to ensure that such material is correct or up to date.
- 5.4. All drawings, images, descriptive matter and specifications on the Website are for the sole purpose of giving an approximate description for your general information only and should be used only as a guide.
- 5.5. Any prices and offers are only valid at the time they are published on the Website.
- 5.6. All prices and descriptions supersede all previous publications.
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- 5.8. The Website is provided on an 'as is' and 'as available' basis without any representation or endorsement made and we make no warranties or guarantees, whether express or implied, statutory or otherwise (unless otherwise expressly stated in these terms and conditions or required by law) in relation to the information, materials, content or services found or offered on the Website for any particular purpose or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, timeliness, performance, security, accuracy, condition or completeness, or any implied warranty arising from course of dealing or usage or trade custom.
- 5.9. We make no representation or warranty of any kind express or implied statutory or otherwise regarding the availability of the Website or that it will be timely or error-free, that defects will be corrected, or that the Website or the server that makes it available are free of viruses or bugs.
- 5.10. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website and we accept no liability of any kind for any loss or damage from action taken in reliance on material or information contained on the Website.
- 5.11. We cannot guarantee and cannot be responsible for the security or privacy of the Website and any information provided by you.

5.12. You must bear the risk associated with the use of the internet. In particular, we will not be liable for any damage or loss caused by a distributed denial-of-service attack, any viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful that may infect your computer, peripheral computer equipment, computer programs, data or other proprietary material as a result of your use of the Website or you downloading any material posted or sold on the Website or from any website linked to it.

5.13. We reserve the right to disclose such information to law enforcement authorities as we reasonably feel is necessary should you breach this agreement.

6. Use of the Website

6.1. You are permitted to use the Website and the material contained in it only as expressly authorised by us and in accordance with these terms and conditions, as may be amended from time to time without notice to you.

6.2. We provide access and use of the Website on the basis that we exclude all representations, warranties and conditions to the maximum extent permitted by law.

6.3. We reserve the right to:

6.3.1. Make changes to the information or materials on this Website at any time and without notice to you.

6.3.2. Temporarily or permanently change, suspend or discontinue any aspect of the Website, including the availability of any features, information, database or content or restrict access to parts of or the entire Website without notice or liability to you or any third party.

6.3.3. Refuse to post material on the Website or to remove material already posted on the Website

6.4. You may not use the Website for any of the following purposes:

6.4.1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material

6.4.2. Transmitting material that encourages conduct that constitutes a criminal offence, results in civil liability or otherwise

6.4.3. Breaching any applicable local, national or international laws, regulations or code of practice

6.4.4. Gaining unauthorised access to other computer systems

6.4.5. Interfering with any other person's use or enjoyment of the Website

6.4.6. Breaching any laws concerning the use of public telecommunications networks

6.4.7. Interfering with, disrupting or damaging networks or websites connected to the

Website

6.4.8. Utilisation of data mining, robots or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of the Website

6.4.9. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation

6.4.10. To create and/or publish your own database that features all or substantial parts of the Website

6.4.11. Making, transmitting or storing electronic copies of materials protected by copyright without the prior permission of the owner

6.5. In addition, you must not:

6.5.1. Knowingly introduce viruses, trojans, worms, logic bombs, keystroke loggers, spyware, adware or other material which is malicious or technologically harmful to the Website

6.5.2. Attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to it

6.5.3. Attack the Website via a denial-of-service attack or a distributed denial-of service attack

6.5.4. Damage or disrupt any part of the Website, any equipment or network on which the Website is stored or any software used for the provision of the Website

6.6. A breach of this clause may be a criminal offence under the Computer Misuse Act 1990. We may report any such breach to the relevant law enforcement authorities and disclose your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

7. Suspending or terminating your access

7.1. We reserve the right to terminate or suspend your access to the Website immediately and without notice to you if:

7.1.1. You fail to make any payment to us when due

7.1.2. You breach the terms of these terms and conditions (repeatedly or otherwise)

7.1.3. You are impersonating any other person or entity

7.1.4. When requested by us to do so, you fail to provide us within a reasonable time with sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity

7.1.5. We suspect you have engaged, or about to engage, or have in anyway been involved, in fraudulent or illegal activity on the Website

8. Linking to the Website

8.1. You may create a link to the Website from another website, document or any other source without first obtaining our prior written consent.

8.2. Any link must be:

8.2.1. Established from a website that does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the UK and the law in any country from which it is hosted

8.2.2. Provided in such a way that is fair and legal and does not damage our reputation or take advantage of it

8.2.3. Established in such a way that does not suggest any form of association, approval or endorsement on our part where none exists

8.3. We have no obligation to inform you if the address of the Website home page changes and it is your responsibility to ensure that any link you provide to our homepage is at all times accurate.

8.4. We reserve the right to withdraw our consent without notice and without providing any reasons for withdrawal. Upon receiving such notice you must immediately remove the link and inform us once this has been done.

9. External links

9.1. To provide increased value and convenience to our users, we may provide links to other websites or resources for you to access at your sole discretion and risk. You acknowledge and agree that, as you have chosen to enter the linked website we are not responsible for the availability of such external sites or resources, and do not review or endorse and are not responsible or liable in any way, whether directly or indirectly, for:

9.1.1. The privacy practices of such websites

9.1.2. The content of such websites, including (without limitation) any advertising, content, products, goods or other materials or services on or available from such websites or resources

9.1.3. The use which others make of these websites

9.1.4. Any damage, loss or offence caused or alleged to be caused to you, arising from or in connection with the use of or reliance upon any such advertising, content, products, goods, materials or services available on and/or purchased by you from such external websites or resources.

10. Limitation of liability and indemnity

10.1. Notwithstanding any other provision in these terms and conditions, nothing will affect or limit your statutory rights; or will exclude or limit our liability for:

10.1.1. Death or personal injury resulting from our negligence

10.1.2. Fraud or fraudulent misrepresentation

10.1.3. Action pursuant to section 2(3) of the Consumer Protection Act 1987

10.1.4. Any matter for which it would be unlawful for us to exclude or attempt to exclude our liability

10.2. We will not be liable, in contract or tort (including, without limitation, negligence), or in respect of pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise for the below mentioned losses which you have suffered or incurred arising out of or in connection with the provision of any matter in these terms and conditions even if such losses are foreseeable or result from a deliberate breach by us or as a result of any action we have taken in response to your breach:

10.2.1. Any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings)

10.2.2. Any loss of goodwill or reputation; or

10.2.3. Any special or indirect losses; or

10.2.4. Any loss of data

10.2.5. Wasted management or office time

10.2.6. Any other loss or damage of any kind

10.3. You agree to fully indemnify, defend and hold us, and our officers, directors, employees and suppliers, harmless immediately on demand, from and against all claims, including but not limited to losses (including loss of profit, revenue, goodwill or reputation), costs and expenses, including reasonable administrative and legal costs, arising out of any breach of these terms and conditions by you, or any other liabilities arising out of your use of this Website or any other person accessing the Website using your personal information with your authority.

10.4. This clause does not affect your statutory rights as a consumer.

11. General

11.1. We reserve the right to change the domain address of this Website and any services, products, product prices, product specifications and availability at any time.

11.2. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions in these terms and conditions and the remainder of the provision in question will not be affected.

11.3. All Contracts are concluded and available in English only.

11.4. If we fail, at any time to insist upon strict performance of any of your obligations under these terms and conditions, or if we fail to exercise any of the rights or remedies to which

we are entitled under these terms and conditions, it shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with your obligations.

11.5. A waiver by us of any default shall not constitute a waiver of any subsequent default.

11.6. No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. Governing law and jurisdiction

12.1. The Website is controlled and operated in the United Kingdom.

12.2. These terms and conditions will be governed by the laws of England and Wales and you irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales.