

# TERMS AND CONDITIONS

## Please read all these Terms and Conditions.

As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms and Conditions to make sure that they contain all that you want and nothing that you are not happy with.

### 1. Application

1.1 These Terms and Conditions will apply to the purchase of the goods by you (the **Customer** or **you**). We are A Curriculum for Reception which is a trading name of Angela Westington Consulting Limited, a company registered in England and Wales under number 10974950 whose registered office is at Drake House, Gadbrook Park, Northwich, Cheshire CW9 7RA, with an email address enquiries@receptioncurriculum.co.uk; (the **Supplier** or **us** or **we**).

1.2 These are the terms on which we supply all Goods to you. By ordering any of the Goods, you agree to be bound by these Terms and Conditions. Before placing an order on the Website, you will be asked to agree to these Terms and Conditions by clicking on the button marked 'I Accept'. If you do not click on the button, you will not be able to complete your Order. You can only order the Goods from the Website if you are eligible to enter into a contract and are at least 18 years old.

### 2. Interpretation

2.1 **Customer** means a school which, or an individual acting on behalf of a school who, places an Order

2.2 **Contract** means the legally-binding agreement between you and us for the supply of the Goods;

2.3 **Goods** means the goods advertised on the Website that we supply to you in the quantity and of the description as set out in the Order;

2.4 **Order** means the Customer's order for the Goods from the Supplier as submitted following the step by step process set out on the Website;

2.5 **Privacy Policy** means the terms which set out how we will deal with confidential and personal information received from you via the Website;

2.6 **Website** means our website [www.receptioncurriculum.co.uk](http://www.receptioncurriculum.co.uk) on which the Goods are advertised.

### 3. Goods

3.1 The description of the Goods is as set out in the Website, catalogues, brochures or other forms of advertisement. Any description is for illustrative purposes only.

3.2 In the case of any Goods created and supplied to your special requirements, it is your responsibility to ensure that any information or specification you provide is accurate.

3.3 All Goods which appear on the Website are supplied by us subject to availability.

3.4 We may make changes to the Goods which are necessary to comply with any applicable law, regulation or safety requirement. We will notify you of these changes.

### 4. Personal Information

4.1 We retain and use all information strictly under the Privacy Policy.

4.2 We may contact you by using e-mail or other electronic communication methods and you also expressly agree to this.

### 5. Basis of Supply

5.1 The description of the Goods on the Website does not constitute a contractual offer to supply the Goods. When an Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.

5.2 The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.

5.3 A Contract will be formed for the supply of Goods ordered only when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not liable for any inaccuracies in the Order placed by you. By placing an Order you agree to us giving you confirmation of the Contract

by means of an email with all information in it (i.e. the Order Confirmation). You will receive the Order Confirmation within a reasonable time.

5.4 Any quotation is valid for a maximum period of thirty (30) days from its date, unless we expressly withdraw it at an earlier time.

5.5 No variation of the Contract, whether about the description of the Goods, the price of the Goods or otherwise, can be made after it has been entered into unless the variation is agreed by the Customer and the Supplier in writing.

## **6. Use of Goods**

6.1 The Supplier grants to the Customer a personal, non-transferable, non-exclusive right and licence to use the Goods solely for the benefit of the school expressly designated in the Order and provided that the Customer shall not, and shall not allow any third party to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover source code, sell, assign, sub-licence, grant any security interest in or otherwise transfer or part with possession of any right in the Goods to or for the benefit of any other school, trust, academy or third party.

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6.2 The Customer acknowledges and agrees that the content and design of the Goods are protected by copyright, trademarks, patents, design rights, registered design rights or other proprietary rights and laws ("IP Rights"). As such the Customer shall not copy any part of the Goods or use the Goods in any way that would infringe the Supplier's IP Rights and shall indemnify the Supplier and keep the Supplier fully and effectively indemnified against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and actions which the Supplier may sustain or incur or which may be brought or established against it by any person and which in any case arise out of or in relation to or by reason of the infringement of the Supplier's IP Rights.

6.3 The Customer shall not remove any notice or other label affixed to the Goods referring any user thereof to the Supplier's proprietary rights in the Goods.

6.4 The Customer shall indemnify the Supplier against all actions, suits, claims, demands, losses, charges, costs and expenses which the Supplier may suffer or incur in connection with any claim by any third party alleging facts which if established would indicate a breach of the undertakings representations and warranties on the part of the Customer contained in this Clause 6

## **7. Price and Payment**

7.1 The price of the Goods and any additional delivery or other charges is that set out on the Website at the date of the Order or such other price as we may agree in writing.

7.2 Prices and charges do not include VAT which shall be added at the rate applicable at the time of your Order.

7.3 You must pay by submitting your credit or debit card details with your Order and we can take payment immediately or otherwise before delivery of the Goods.

## **8. Delivery**

8.1 Once payment has been taken and accepted, the Goods will be made available for you to download.

8.2 In any case, regardless of events beyond our control, if we do not make the Goods available to you on time, you can treat the Contract as at an end provided that you have not downloaded the Goods.

8.3 If you treat the Contract as at an end, provided that you have not downloaded the Goods we will promptly return all payments made by you under the Contract.

8.4 The Goods will become your responsibility when you have downloaded them. Payment may not be refunded once the Goods have been downloaded.

## **9. Risk and Title**

9.1 Risk of damage to, or loss of, any Goods will pass to you when the Goods are delivered to you.

9.2 Your right to use the Goods does not commence until we have received payment in full.

## **10. Conformity**

10.1 We are authorised to grant you the right to use the Goods as referred to in these terms and conditions and we have a legal duty to supply the Goods in conformity with the Contract, and will not have conformed if it does not meet the following obligation.

10.2 Upon delivery, the Goods will:

10.2.1 be of satisfactory quality;

10.2.2 be reasonably fit for the purpose of teaching a Reception Class in a school located in England

10.2.3 conform to their description on the Website.

10.3. It is not a failure to conform if the failure has its origin in your materials or equipment.

## **11. Successors**

11.1 The Customer shall not assign, transfer or part with possession of any benefit under this Contract or the Goods which are supplied strictly by the Supplier for use by the specific school designated in the Order by the Customer

11.2. The Supplier may assign, transfer or part with possession of any benefit under this Contract by notice in writing given to the Customer at any time

## **12. Circumstances Beyond the Control of Either Party**

12.1 In the event of any failure by a party because of something beyond its reasonable control:

12.1.1 the party will advise the other party as soon as reasonably practicable; and

12.1.2 the party's obligations will be suspended so far as is reasonable, provided that that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid.

## **13. Privacy**

13.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

13.2 These Terms and Conditions should be read alongside, and are in addition to our policies, including our Privacy Policy on our website.

13.3 For the purposes of these Terms and Conditions:

13.3.1 'Data Protection Laws' means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR.

13.3.2 'GDPR' means the UK General Data Protection Regulation.

13.3.3 'Data Controller', 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

13.4 We are a Data Controller of the Personal Data we Process in providing Goods to you.

13.5 Where you supply Personal Data to us so that we can provide Goods to you, and we Process that Personal Data in the course of providing the Goods to you, we will comply with our obligations imposed by the Data Protection Laws:

13.5.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

13.5.2 we will only Process Personal Data for the purposes identified;

13.5.3 we will respect your rights in relation to your Personal Data; and

13.5.4 we will implement technical and organisational measures to ensure your Personal Data is secure.

13.6 For any enquiries or complaints regarding data privacy, you can e-mail: [enquiries@receptioncurriculum.co.uk](mailto:enquiries@receptioncurriculum.co.uk)

## **14. Exclusion and Limitation of Liability**

14.1 Subject as expressly provided in these Terms and Conditions all warranties conditions terms and liabilities express or implied by statute or common law are excluded to the fullest extent permitted by law

14.2 Any claim by the Customer which is based on any defect in the quality or condition of the Goods or their failure to correspond with their description on the Website shall be notified in writing to the Supplier within seven (7) days of the date of downloading the Goods by the Customer or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure

14.3 The Supplier does not limit or exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence. Subject to this, the Supplier shall not be liable to the Customer for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise) which arises directly or indirectly out of or in connection with the supply of the Goods or their use by the Customer and the entire liability of the Supplier under or in connection with the Contract shall not exceed the price of the Goods.

## **15. Governing Law, Jurisdiction and Complaints**

15.1 The Contract (including any non-contractual matters) is governed by the law of England and Wales and shall be subject to the jurisdiction of the courts of England and Wales .

15.2. We try to avoid any dispute, so we deal with complaints in the following way: If a dispute occurs the Customer should contact us to find a solution. We will aim to respond with an appropriate solution within five (5) days.

## **16. Interpretation**

16.1 In these terms and conditions, references to persons include bodies corporate and unincorporated associations and partnerships and words importing the singular include the plural and vice versa and words importing a gender include every gender.

16.2 References to a statutory provision shall be construed as including reference to:-

16.2.1 any statutory modification consolidation or re-enactment of that statutory provision for the time being in force;

16.2.2 all statutory instruments or orders made pursuant to that statutory provision;

16.2.3 any statutory provisions of which that statutory provision is a consolidation or modification.

16.3 Headings are for ease of reference only and shall not affect the construction of any provision hereof.

16.4 Obligations assumed by more than one party shall be joint and several.

## **17. Third Party Rights**

17.1 Nothing in this Contract shall create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. No variation to this Contract and no supplemental or ancillary agreement to this Contract shall create any such rights unless expressly so stated in any such agreement by the Parties. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **18. Entire Agreement**

18.1 No other conditions or terms (whether contained in any document issued by the Customer or in any written or oral communication between the parties) shall apply to the Contract nor shall the Contract be varied without the Supplier's written agreement.

## **19. Notices**

19.1 Any notice required or permitted to be given by either party to the other under the Contract shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified in writing pursuant to the Order or this provision to the party giving the notice.

## **20. Waiver**

20.1 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision of the Contract.

## **21. Illegality**

21.1 If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part but would be valid and enforceable if part of the wording were deleted the said provision shall be deemed to apply with such modifications as may be necessary to make it valid and enforceable and any such modification shall not affect the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected hereby.