

3Rs Education Terms and conditions of use, website use, disclaimer & copyright

Orders submitted on www.3rseducation.co.uk (“the website”) are subject to the terms and conditions (“the conditions”) set out below. Any reference in the conditions to writing includes e-mail; reference to the parties means you and 3Rs Education (“3Rs Education”); and any reference to working days means between 1000 and 1700 hours on any day excluding Saturdays, Sundays and UK Public Holidays.

1. Sale

1.1 You may place an order for goods (“the goods”) by completing the checkout process on the website. If 3Rs Education accepts your order, it will confirm acceptance in writing and will supply the goods to you in accordance with your order and these conditions (“the contract”).

1.2 3Rs Education intends the terms set out in these conditions to be included in the contract. Please read these conditions carefully and inform 3Rs Education if you do not understand or agree with anything in these conditions. If you require any changes, please make sure you ask for these to be put in writing, to avoid problems in understanding what each party is expected to do. Any changes to these conditions must be agreed by both parties.

2. Orders and prices

2.1 Prices on the website are valid for the time indicated on the website [and are subject to availability while stocks last].

2.2 In addition to the price shown for the goods, where applicable you will pay delivery charges shown on the website checkout page (“the delivery charges”).

2.3 In the event of an error in any price, sales literature or other document or information issued by 3Rs Education or placed upon the website, 3Rs Education will correct the information and will notify you as soon as possible of any such error in your contract. If you do not wish to proceed on the basis of the correct information, you will be entitled to cancel the relevant part of the contract and to receive a refund for the part you have cancelled.

3. Payment terms

3.1 You may place and order via the website, over the telephone or by post.

3.2 If you choose to pay by credit or debit card you will be required to give your card details at the time of submitting your order. Your card will be charged at the time your order is accepted by 3Rs Education.

4. Delivery

4.1 If no other delivery time is given on the website, 3Rs Education shall use reasonable efforts to deliver the goods to you within 5 working days of receiving payment from you in cleared funds.

4.2 3Rs Education will deliver the goods to the address given by you in the order process.

5. Ownership

The goods do not belong to you, even though they may have been delivered to you, until 3Rs Education has received the total price (including delivery charges) in cleared funds from you. Until that time, you will be responsible for any loss or damage to the goods (unless caused by 3Rs Education) and 3Rs Education may require you, upon reasonable notice, to return and deliver up the

goods to 3Rs Education, failing which 3Rs Education will take legal proceedings to recover the goods or their value.

6. Notes on Licenses:

3Rs Education grants the licensee a single-use only and non-transferable right to use the Software.

6.1 A license is a perpetual license for one user to full features. One license is deemed to be for either one individual teacher using the program for their own classes, or for one school using the program for one Year 6 class per academic year.

6.2 Schools with more than one Year 6 class must purchase a license for each class but are eligible for discounted rates for multiple purchases of the same program (these discount amounts will be as stated on the website at the time of placing an order).

6.3 By accepting the license agreement, the licensee acknowledges the rights to the product and its entirety and is obliged to their preservation. These include copyrights, patents and trademarks.

7. Updating and Modifying

3Rs is authorized at any time to update or modify the design and content of the goods. All license provisions apply to updated or revised goods.

8. General

8.1 Any notice required under these conditions shall be in writing addressed to the other party at its registered office or any other address notified by the receiving party to the party giving the notice. Any notice shall be deemed to be served:

8.1.1 if sent by prepaid first-class post to the party to whom it is given, on the second working day after posting; or

8.1.2 if sent by prepaid air-mail post to the party to whom it is given, on the seventh working day after posting; or

8.1.3 if sent by email to the party's email address at the date and time given on the sender's transmission acknowledgement slip or (in the case of manifest error or loss of the slip) on receipt.

8.2 No third parties shall have any rights under this contract as a result of the Contracts (Rights of Third Parties) Act 1999. No variation to this contract and no subsequent agreement to this contract creates any such rights unless it expressly states so.

8.3 If any of these conditions is held by any competent authority to be unlawful, or unenforceable in whole or in part then the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

8.4 The contract and these conditions shall be under English law and are subject to the jurisdiction of the English Courts or, where you are resident in the European Union, the courts of your country of residence.

8.5 You shall not transfer, assign or sub-contract your obligations under the contract without 3Rs Education prior written consent. 3Rs Education may sub-contract any of its obligations under this contract provided that your rights are not adversely affected as a result.

8.6 Failure or neglect by 3Rs Education to enforce at any time any of these conditions shall not be a waiver of our rights and it shall not affect the validity of the whole or any part of these conditions or prejudice our right to take subsequent action.

9. Data protection

3Rs Education will process your personal information in accordance with the Data Protection Act 1998 (the Act) and in accordance with 3Rs Education Privacy Policy.

3Rs Education guarantees that the product has been tested and exhibits the functions specified. However, 3Rs Education cannot accept any liability for accuracy, content or outcomes from the use of programs nor for any loss, damage or disruption incurred to any equipment during or after the use of programs or any of the downloadable material. The licensee agrees and accepts the risks involved in using programs, in particular, that malfunctions or data loss may occur. The use of such programs is at the sole risk of the user and any claims relating to warranty and liability shall be excluded.