

Terms and Conditions

Please read these terms and conditions carefully as they govern your use of the secure area of the website www.learningdays.co.uk (the "Site"). By continuing to use the Site you are agreeing to the terms & conditions that appear below. These terms & conditions take effect from your first use of the Site and apply whenever you access the Site.

If you are registering to access the Site you must read and agree to comply with the terms and conditions as set out below:

Definitions

Learning Days Ltd ("LDL", "We", "Us", "Our") will provide you with access to the secure area of this website (the "Site").

Authorised user ("You" or "User") means the person who registers on behalf of a named school and is employed by that school.

The registered school ("Your school") is the school identified on registration by the User.

Downloadable materials ("Content") means all materials including, without limitation, lesson plans, templates, worksheets, handouts and images in a fixed file format, normally a pdf file.

Non-downloadable materials ("Non-downloadable resources") means all materials including, without limitation, printed picture cards, dice and photographs that cannot be downloaded from the Site.

General

The Site is owned and operated by Learning Days Ltd, a company incorporated and registered in England and Wales with company number 05347184, whose registered office is at 87 Station Road, Ashington, Northumberland NE63 8RS

The Site is provided for the benefit of schools registered with the DCSF in England and Wales. If you do not represent a school registered with the DCSF or do not agree to be bound by these terms and conditions you may not access or use the Site and we have the right to restrict or prevent your access to the Site.

Headings in these terms and conditions are for convenience only and will have no legal meaning or effect.

Registration and password

You will be asked to provide specific information to register as a User of the Site. You agree to provide accurate, correct and complete information and agree not to impersonate any other person or entity or a name that you are not authorised to use. We reserve the right to decline any application from you to register as a User of the Site at our sole discretion.

You are responsible for maintaining the security of your username and password and must take all necessary steps to ensure that it is kept confidential, secure, used properly and not disclosed to unauthorised people. You agree to notify us immediately by email to webmaster@learningdays.co.uk if you believe that there is any reason that your username and password has or is likely to become known to someone not authorised to use it or it is being or is likely to be used in an unauthorised way.

LDL reserves the right to suspend your access to the Site if at any time we consider that there has been, is or is likely to be a breach of security.

You must immediately inform us of any changes to the information supplied by you when registering to gain access to the Site. This includes notifying any change to your registered email address.

Copyright and limited rights to use Content

Unless otherwise stated, the copyright, trademarks and all other property rights in all Content supplied from the Site shall remain at all times vested in LDL and any other party specifically identified in the Content. You are permitted to download and print Content only for use by teachers working in Your school. You may retrieve and display the Content on a computer screen, print individual pages on paper and store such pages in electronic form on disk (but not on any server or other storage device connected to an external network).

You are not allowed to use the Content (or permit the Content to be used) in any other school nor provide the Content to other companies (including Supply Agencies) or organisations (including Local Authorities). None of the Content may be used for commercial use or disseminated in any form, either electronic or non-electronic. You agree not to distribute, commercially exploit or create derivative works of the Content.

You may not remove the copyright or trade mark notice from any copies of Content provided by the Site.

Access to Content

Some of the Content is free of charge. You will gain immediate access to this content without the need for the initial verification process which is required for the first purchase of any chargeable Content. The verification process is simply to verify that Your school should be invoiced.

On our acceptance of your request to purchase Content from the Site you will be provided access to the Content requested for a period of time (typically 7 days). This time period is set to encourage Users to download Content promptly to maintain security of access to the Content within the Site. If you require access to Content that you have purchased and is no longer accessible because the time period has elapsed you must contact us using the email facility within the Site. We have the right to vary the time period for access at our sole discretion.

Once the verification process is successful you will be provided with immediate access to all subsequent Content purchased.

Prices and payment

All prices are quoted exclusive of Value Added Tax (VAT). VAT will be added to all invoices at the rate applicable. Payments shall fall due on the date invoiced to you by us. At our discretion, late payments will accrue interest at 5% over Barclays plc base rate from the due date to the date of actual payment.

Newsletter

You will receive an electronic newsletter from time to time informing you of new LDL products or examples of the Content's use by other schools. You can unsubscribe from this newsletter at any time.

Limitation of liability and indemnity

LDL will not be liable, in contract, tort (including, without limitation, negligence) or otherwise out of or in connection with the Site (or Content offered within the Site) for any economic losses or any indirect or consequential losses.

You agree to be fully responsible for (and fully indemnify us against) all claims, liability, losses, costs and expenses including legal fees, suffered by us and arising out of any breach of these terms and conditions by you or any other liabilities arising out of your use of the Site, or the use by any other person accessing the Site using your username and password.

Each of the terms and conditions, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts shall continue to apply.

LDLs rights

LDL reserves the right to modify or withdraw, temporarily or permanently, the Site (or any part thereof) with or without notification to you, and shall not be liable to you or any third party for any modification or withdrawal of the Site. We do not guarantee or warrant that any particular item or items of Content will be available at any given time.

Descriptions

All descriptions and illustrations of Content and Non-downloadable resources provided by us are intended for general guidance only and do not form part of any contract between you and LDL. We accept no liability for any error or omissions in the Content and are not liable in any circumstances for any loss or damage resulting from your reliance on such descriptions and illustrations.

Non-downloadable resources

Non-downloadable resources will be dispatched to your school by first class post (or courier) within five working days of receipt of your order or, where payment in advance has been requested, receipt of payment from you.

In normal circumstances we will deliver an order within the agreed period, but will not be held liable for any loss caused by late delivery. If non-downloadable resources are delivered late your school you are not entitled to regard this as a breach of contract.

Non-downloadable resources will be delivered to the school address supplied by you on registration. You are considered to have given authority to accept a delivery on your school's behalf to any person who actually accepts delivery at the address supplied. We will require compensation for any loss suffered if it is not our fault, nor that of our agent, that any delivery or collection is delayed or cannot be carried out.

All non-downloadable resources that are supplied by us are warranted to be of sound workmanship and suitable for the purpose for which they are designed. Our liability under these terms and conditions will be limited to the replacement, free repair or issue of credit against any resources acknowledged by us to be faulty, provided that such faults have not been caused by your misuse of the goods or your negligent handling of them.

In order to make a claim under this term you must return the goods within 28 days of the delivery date in good order and condition, carriage paid, to our company address, unless we have advised you of another address to return the goods. In no circumstances will we be responsible for loss or consequential damage arising from the failure or defect of any non-downloadable resources.

We will, at our discretion refund, replace or issue credit where non-downloadable resources have been lost, wrongly delivered, incorrect goods have been delivered as a result of our error, damaged in transit or there is a short supply of an order. We will only consider claims if made in writing to us within 3 days of the date of delivery.

Changes to terms and conditions

We may add or change the provisions of the terms and conditions from time to time. All additions and changes will be notified to you by email to your registered email address and will be posted on the Site. It is your responsibility to refer to these additions and changes. They will come into effect immediately on being posted on the Site and you will be deemed to have accepted them if you make access to the Site after that time. If you do not wish to accept them you must terminate your registration with the Site by notification to us immediately by email to webmaster@learningdays.co.uk

Termination

LDL may terminate your registration with the Site if we believe, in our sole opinion, that you have breached any of the User terms and conditions. You acknowledge that we do not have to give you prior notification of any such termination.

Data protection

In the course of dealings with us you will supply data that will be collected and retained. Some of that data may be personal data that is subject to the Data Protection Act 1998. The data supplied to us will be processed by us to execute your orders, to monitor your account, to provide download statistics to Content sponsors and to send you marketing information. You consent to the processing of your data for those purposes. LDL does not engage in the sale of mailing lists or other personal information.

Force majeure

If we are unable to perform any obligation under these terms and conditions because of a matter beyond our reasonable control such as lightning, flood, fire, explosion, war, civil disorder, industrial disputes (whether or not involving our employees), or acts of local or central Government or other competent authorities, or events beyond the reasonable control of our suppliers, we will have no liability to you for that failure to perform.

Governing law

These terms and conditions shall be governed by and construed in accordance with English law and to the jurisdiction of the English Courts.