

## Terms and Conditions

**BACKGROUND:** These Terms and Conditions are the standard terms for the sale and or the supply of goods, downloads, licences or services by Simply Collective Worship Limited registered in England and Wales under number 10008969, whose registered address is Simply Collective Worship Ltd, PO Box 2016, Colwyn Bay, LL29 0EZ. Simply Collective Worship is a Limited Company.

### 1 Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- “Day” or “Business Day”** means, any day other than a Saturday, Sunday or bank holiday;  
**“Calendar Day”** means any day of the year;  
**“Contract”** means the contract for the purchase and sale of Goods as explained in Clause 3;  
**“Goods” or “Material”** means the goods and electronic material which are to be supplied by Us to you as specified in your Order (and confirmed in Our Order Acceptance);  
**“Month”** means a calendar month;  
**“Price”** means the price payable for the Goods;  
**“Order”** means your order for the Goods;  
**“Order Confirmation”** means Our acceptance and confirmation of your Order as described in Clause 3;  
**“Software”** means all of the content of the files delivered electronically or on physical media;  
**“Use”** means to access, install, download, print or otherwise benefit from using the software;  
**“We/Us/Our”** means Simply Collective Worship, a Limited Company registered in England and Wales under number 10008969.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

### 2 The Contract

2.1 These Terms and Conditions govern the sale of goods and for the supply of goods, downloads, licences or services by Us and will form the basis of the Contract between Us and you. Before making your Order, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

2.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

2.3 A legally binding contract between Us and you will be created upon Our acceptance of your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.

2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between Us and you, save for where such information is already apparent from the context of the transaction:

2.4.1 The main characteristics of the Goods;

2.4.2 Our identity and contact details;

2.4.3 Where applicable, the arrangements for payment, delivery and the time by which We undertake to deliver the Goods;

### 3 Orders

3.1 All Orders for Goods made by you will be subject to these Terms and Conditions.

3.2 You may cancel your Order at any time before We despatch the Goods by contacting Us. If you request that your Order be cancelled, you must confirm this cancellation in writing.

3.3 We may cancel your Order at any time before We despatch the Goods in the following circumstances:

3.3.1 An event outside of Our control continues for more than 10 working days (see Clause 7)

3.4 If We cancel your Order and you have already paid for the Goods, the payment will be refunded to you within 30 working days. If We cancel your Order, the cancellation will be confirmed by Us in writing.

3.5 When placing an Order for Goods, please ensure that all information that you provide to Us is correct, accurate and complete.

### 4 Price and Payment

4.1 The Price of the Goods will be that shown in Our current Order Form and Price List in force at the time of your Order. If the Price shown in your Order differs from Our current Price We will inform you upon receipt of your Order.

4.2 Our Prices may change at any time but these changes will not affect any Orders that We have already accepted.

4.3 We have made every reasonable effort to ensure that Our Prices, as shown in Our current Order

Form and Price List are correct. Prices will be checked when We process your Order. If the actual Price of the Goods is lower than that stated in your Order, you will be charged the lower Price (unless the lower price was an obvious mistake that you could have reasonably recognised). If the actual Price of the Goods is higher than that stated in your Order, We will ask you how you wish to proceed.

4.4 We will email you the product, invoice and planning within 20 days of the order being placed.

4.5 We accept the following methods of payment:

4.5.1 Cheques denominated in Pounds Sterling ONLY (or cheques denominated in Euro or in settlement of an invoice denominated in Euro) made payable to 'Simply Collective Worship Limited' and sent to Simply Collective Worship Ltd, PO Box 2016, Colwyn Bay, LL29 0EZ. Please place the invoice number on the back of the cheque;

4.5.2 BACs – Send payment to: Account Number 71554921, Sort Code 40-18-08 using your invoice number as the reference.

4.5.3 The invoice can be paid in full on our website <https://simplycollectiveworship.co.uk/pay-invoice/>

4.6 If you do not make payment to Us by the due date as shown on the Invoice, We may charge you interest on the overdue sum at the rate of 3% per annum above the base lending rate of HSBC from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

4.7 The provisions of sub-Clause 4.6 will not apply if you have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is on-going.

## 5 Delivery

5.1 Simply Collective Worship is a four-year scheme. Cycle One is available now for 2016-17, Cycle Two will be released June 2017, Cycle Three will be released June 2018 and Cycle Four will be released June 2019. Each cycle bought will be emailed to the school in the month it is released.

5.2 The Goods will be emailed to you no later than 20 days from the confirmation of the order being made. Ensuring that the Material has been released (see 5.1).

5.3 Delivery will be deemed to have taken place when the Goods have been sent to the email address indicated in your Order and you (or someone identified by you) have received the email with the Goods as an attachment

5.4 The responsibility (sometimes referred to as the "risk") for the Goods remains with Us until delivery is complete as defined in sub-Clause 4.3 at which point it will pass to you.

5.5 You own the Goods once We have received payment in full for them. (See 13.1-13)

5.6 Please note carefully the following:

5.6.1 If We refuse to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.

5.6.2 If delivery of the Goods within the agreed time period or at the agreed time was essential (taking into account the relevant circumstances at the time the Contract was formed) and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.

5.6.3 If you have told Us that delivery within the agreed time period or at the agreed time was essential and We fail to deliver, you may treat the Contract as being at an end and We will reimburse you without undue delay.

5.7 If any of the events in sub-Clause 5.6 occur you may, instead of treating the Contract as being at an end, specify a new delivery time or time period. If We continue to fail to deliver the Goods, you may treat the Contract as being at an end and We will reimburse you without undue delay.

5.8 If, despite the events in sub-Clause 5.6 and 5.7, you choose not to treat the Contract as being at an end, your right to cancel your Order will be unaffected.

## 6 Faulty, Damaged, Incorrect or Returning Goods

6.1 By law, We must provide goods that are of satisfactory quality, fit for purpose and as described at the time of purchase, in accordance with any pre-contract information We have provided, and that match any samples or models that you have seen or examined (unless We have made you aware of any differences). If any Goods you have purchased do not comply and, for example, have faults or are damaged when you receive them, or if you receive incorrect Goods, please contact Us as soon as reasonably possible to inform us of the fault, damage or error, and to arrange for a repair or replacement. Please ensure that you check your goods are correct and in full working order on receipt – do not wait until you are ready to use them.

6.2 Under the United Kingdom's Consumer Contracts Regulations, you have the right to cancel the contract for the purchase of items within a period of 14 working days, beginning with the day after the day on which the item is delivered. However, we regret that for copyright reasons we cannot accept cancellations of contracts for the purchase of software products where the item is delivered online or by other electronic means. If you are a consumer as defined under the United Kingdom's Consumer Contracts Regulations, you confirm that you have expressly requested that we begin the supply of our digital content to you during the period of 14 days starting from the day after the contract was made with you, within which you might otherwise be entitled to cancel the contract. You acknowledge that by reason

of such request having been made by you, your right to cancel the contract is lost.

## **7 Events Outside of Our Control (Force Majeure)**

7.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.

7.2 If any event described under this Clause 7.1 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:

7.2.1 We will inform you as soon as is reasonably possible;

7.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;

7.2.3 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Goods as necessary;

7.2.4 If the event outside of Our control continues for more than 20 working days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible;

## **8 Communication and Contact Details**

8.1 If you wish to contact Us, you may do so by telephone at 07541 342478 or by email at [admin@simplycollectiveworship.co.uk](mailto:admin@simplycollectiveworship.co.uk)

8.2 In certain circumstances you must contact Us in writing (when cancelling an Order, for example). When contacting Us in writing you may use the following methods:

8.2.1 Contact Us by email at [admin@simplycollectiveworship.co.uk](mailto:admin@simplycollectiveworship.co.uk) or

8.2.2 Write to Simply Collective Worship Limited, PO Box 2016, Colwyn Bay, LL29 0EZ

## **9 Complaints and Feedback**

9.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.

9.2 If you wish to complain about any aspect of your dealings with Us, please contact Us (see Clause 8)

## **10 How We Use Your Personal Information (Data Protection)**

10.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

## **11 Other Important Terms**

11.1 You may not transfer (assign) your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.

11.2 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

11.3 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

11.4 No failure or delay by Us in exercising any of Our rights under these Terms and Conditions means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **12 Governing Law and Jurisdiction**

12.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English law.

12.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.

## **13 Using the Material**

13.1 You are free to use all of the material in the classroom for teaching purposes.

13.2 Simply Collective Worship is a fully interactive PDF; you are responsible for ensuring that your system/device has software that can open PDF files. You can download Adobe Acrobat Reader from the following link: <https://get.adobe.com/uk/reader/otherversions/>

13.3 Any software is delivered to you 'as is'. We do not guarantee that our digital content will be secure or free from bugs, viruses, errors and omissions.

13.4 In no event will we or our suppliers be liable to you for any damages, claims or costs whatsoever, including any consequential, indirect, incidental damages, or any loss of profits or savings.

13.5 This disclaimer shall survive the termination of this agreement but shall not imply or create any continued right to use the software after termination of this agreement.

13.6 By purchasing, downloading, or using the Material you accept all the terms and conditions of this agreement.

13.7 You are free to use the Material on all devices and computers within the school that owns the Goods supplied.

13.8 You can print and distribute and use the Material within the school that owns the Goods supplied.

13.9 You must not use the software with any application or device that circumvents technological measures for the protection of the content.

13.10 You must not alter or remove any copyright or other proprietary notice that appears on or in the Material.

13.11 You must not modify, adapt, translate or create derivative works based upon the Material. You must not reverse engineer, disassemble, or otherwise attempt to change the Material.

13.12 You may not rent, lease, sublicense, assign, or transfer your rights, or authorise all or any portion of the Material to be copied onto another user's device except as may be expressly permitted by this agreement.

13.13 You may not lend the Material or any part of the Material to any person, organisation or business other than staff members of the school to which bought the Material.

#### **14 Intellectual Property Ownership, Reservation of Rights**

14.1 The Material and any copies that you make are the intellectual property of Simply Collective Worship.

14.2 The Material is protected by law, including without limitation the copyright laws of England, of other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant you any intellectual property rights in the material and all rights not expressly granted are reserved by Simply Collective Worship Limited and its suppliers.