

Terms and conditions of use

1. Introduction

- 1.1 These terms and conditions shall govern your use of our website.
- 1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.
- 1.3 If you register with our website, submit any material to our website or use any of our website services, we will ask you to expressly agree to these terms and conditions.
- 1.4 You must be at least 18 years of age to use our website; by using our website or agreeing to these terms and conditions, you warrant and represent to us that you are at least 18 years of age.
- 1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookies policy.

2. Licence to use website

- 2.1 You may:
 - (a) view pages from our website in a web browser;
 - (b) download pages from our website for caching in a web browser;
 - (c) print pages from our website;
 - (d) stream audio and video files from our website; and
 - (e) use our website services by means of a web browser,subject to the other provisions of these terms and conditions.
- 2.2 You may only use our website for your own personal and business purposes, and you must not use our website for any other purposes.
- 2.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.
- 2.4 Unless you own or control the relevant rights in the material, you must not:
 - (a) republish material from our website (including republication on another website);
 - (b) sell, rent or sub-license material from our website;
 - (c) show any material from our website in public;
 - (d) exploit material from our website for a commercial purpose; or
 - (e) redistribute material from our website.
- 2.5 Notwithstanding Section 2.4, you may redistribute our newsletter in print and electronic form to any person.
- 2.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or

attempt to circumvent or bypass, any access restriction measures on our website.

- 2.7 For the avoidance of doubt, the provisions of this Section 2 shall not apply to the use of the digital products that are available through our websites; those digital products shall be subject to separate licensing terms, detailed below.

3. Acceptable use

3.1 You must not:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means, except for the purpose of search engine indexing;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

3.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

4. Use on behalf of organisation

4.1 If you use our website or expressly agree to these terms and conditions in the course of a business or other organisational project, then by so doing you bind both:

- (a) yourself; and
- (b) the person, company or other legal entity that operates that business or organisational project,

to these terms and conditions, and in these circumstances references to "you" in these terms and conditions are to both the individual user and the relevant person, company or legal entity, except that [specify exceptions].

5. Buyer registration and accounts

5.1 This Section 5 applies to buyers and prospective buyers.

- 5.2 To be eligible for a buyer account on our website under this Section 5, you must be at least 18 years of age.
- 5.3 You may register for a buyer account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

6. Seller registration and accounts

- 6.1 This Section 6 applies to sellers and prospective sellers.
- 6.2 To be eligible for an individual account on our website under this Section 6, you must be at least 18 years of age.
- 6.3 You may register for a seller account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

7. User login details

- 7.1 If you register for an account with our website, you will be asked to choose a user ID and password.
- 7.2 Your user ID must not be liable to mislead and must comply with the content rules set out in Section 22; you must not use your account or user ID for or in connection with the impersonation of any person.
- 7.3 You must keep your password confidential.
- 7.4 You must notify us in writing immediately if you become aware of any disclosure of your password.
- 7.5 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses arising out of such a failure.

8. Cancellation and suspension of account

- 8.1 We may:
 - (a) suspend your account;
 - (b) cancel your account; and/or
 - (c) edit your account details,

at any time in our sole discretion without notice or explanation, providing that if we cancel any services you have paid for and you have not breached these terms and conditions, we will refund to you a pro rata amount of your payment, such amount to be calculated by us using any reasonable methodology.

- 8.2 You may cancel your account on our website by sending a cancellation request to contact@TheLearningLoad.com. You will not be entitled to any refund if you cancel your account in accordance with this Section 8.2.

9. Services for sellers

- 9.1 Subject to the other provisions of these terms and conditions, we shall provide the following services to sellers:
 - (a) enabling sellers to create, publish and manage stores and listings on our website;

- (b) enabling sellers and buyers to enter into contracts through our website;
- (c) delivering digital products to customers;
- (d) processing payments from buyers on behalf of sellers, holding those payments in our accounts, and remitting those payments to sellers in accordance with the schedule specified on our website;
- (e) providing email support to buyers in relation to actual and prospective purchases made through our website; and
- (f) operating a dispute resolution procedure to help resolve disputes between buyers and sellers.

9.2 We shall be responsible for issuing invoices and/or receipts (including VAT invoices and/or receipts) to buyers on behalf of sellers. We will calculate VAT due and issue such invoices and receipts in accordance with applicable law. The seller acknowledges that applicable VAT rates may vary and agrees that we may adjust digital product prices accordingly. In respect of buyers of digital products that are consumers in the European Union and buyers falling within any other categories that we notify to you from time to time, we will collect and remit the VAT to the relevant tax authorities as if we were contracting to supply the digital products. Save as expressed in this Section 9.2, the seller and/or the buyer shall be responsible for the collection and remittance of VAT to the relevant tax authorities in accordance with applicable law.

9.3 The seller must keep a back-up copy of each digital product that the seller uploads to or makes available through our website. We do not provide a back-up service, and subject to Section 25.1 we will not be liable to any seller in respect of any loss or damage arising out of the loss or corruption of any digital product file.

10. Seller stores

10.1 If you register with our website as a seller, you will be able to create your own store on the website.

10.2 To create a store on our website, you should take the following steps: 1. Navigate to Store Manager > Settings > Store to edit the appearance of your store. 2. Navigate to Store Manager > Settings > Payments to enter the PayPal email address to be used to receive payments.

10.3 Seller stores that are submitted will be automatically processed within 24 hours following submission.

10.4 Without prejudice to our other rights under these terms and conditions, we reserve the right to reject, unpublish and/or delete any seller store that breaches these terms and conditions or that does not meet any additional guidelines for seller stores published on our website.

10.5 If we permit the publication of a seller store, it will remain published on our website indefinitely, subject to these terms and conditions.

11. Seller listings

11.1 If you register with our website as a seller and create a store on the website, you will be able to submit listings to the website.

11.2 To create a listing on our website, you should take the following steps:

1. Navigate to Store Manager > Products > Add New
2. Add a product title, image, price and description
3. Add your product to a category
4. Upload a

product file⁵. Name the product file and press ENTER⁶. The product is now published

- 11.3 Listings that are submitted will be automatically processed within 24 hours following submission.
- 11.4 Without prejudice to our other rights under these terms and conditions, we reserve the right to reject, unpublish and/or delete any listings that breach these terms and conditions or that do not meet any additional guidelines for listings published on our website.
- 11.5 If we permit the publication of a listing, it will remain published on our website indefinitely, subject to these terms and conditions.
- 11.6 Listings submitted to our website must be true, fair, complete and accurate in all respects.
- 11.7 Listings submitted to our website must constitute bona fide listings relating to teaching and learning.
- 11.8 Listings must be allocated to the appropriate category or categories. If you cannot identify an appropriate category for a listing, please contact us.
- 11.9 You must keep your listings up to date using our website interface; in particular, you must remove any listings in respect of products that have ceased to be available.
- 11.10 You must ensure that all prices specified in or in relation to a listing are in pounds Sterling only.

12. Digital product rules

- 12.1 The only products that may be the subject of a listing on our website are teaching and learning digital products falling within the following categories: International Baccalaureate; UK National Curriculum; Common Core.

To list a teaching resource not relating to the curricula described above, please email Contact@TheLearningLoad.com

- 12.2 You must not use our website to advertise, buy, sell or supply services or physical products.
- 12.3 You must not advertise, buy, sell or supply through our website any digital product that:
 - (a) breaches any law, regulations or code, or infringes any person's intellectual property rights or other rights, or gives rise to a cause of action against any person, in each case in any jurisdiction and under any applicable law; or
 - (b) consists of or contains material that would, if published on our website by you, contravene the provisions of Section 3 or Section 22.

13. Marketplace contracting process

- 13.1 You agree that a contract for the sale and purchase of a digital product or products will come into force between you and another registered website user, and accordingly that you commit to buying or selling the relevant digital product or products, in the following circumstances:
 - (a) a buyer must add the digital products he or she wishes to purchase to the shopping cart, and then proceed to the checkout;

- (b) if the buyer is a new user, he or she must create a buyer account with the website and log in; otherwise, the buyer must enter his or her login details;
- (c) once the buyer is logged in, he or she must confirm the order and his or her consent to these terms and conditions and any other applicable terms and conditions;
- (d) the buyer will be transferred to the website of the appointed payment service provider, and the payment service provider will handle the buyer's payment to the seller; buyers must submit payment in full via credit or debit card; and
- (e) the website will then send to the buyer an order confirmation, at which point the contract between the buyer and the seller will come into force.

14. Digital product terms and conditions of supply

14.1 Sellers must use the website interface to create legal notices applying to their relationships with customers.

14.2 A seller must ensure that:

- (a) the seller's legal notices are sufficient to meet the seller's legal disclosure obligations and other legal obligations; and
- (b) the seller complies with all laws applicable to their product listings and sales, including where applicable the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the Electronic Commerce (EC Directive) Regulations 2002.

14.3 Notwithstanding any terms agreed between a buyer and a seller, the following provisions will be incorporated into the contract of supply between the buyer and the seller:

- (a) the price for a digital product will be as stated in the relevant digital product listing;
- (b) the buyer must pay any VAT due in accordance with applicable law;
- (c) deliveries of digital products shall be made via links on our website promptly following the contract coming into force;
- (d) the seller warrants to the buyer that the seller has the right to supply the digital products to the buyer; and
- (e) digital products must be of satisfactory quality, and must be fit for any purpose specified in, and conform in all material respects to, the digital product listing and any other description of the digital products supplied or made available by the seller to the buyer.

14.4 Notwithstanding any terms agreed between a buyer and a seller, the following provisions will govern the use of the digital products supplied by the seller to the buyer, and shall form a part of the contract between the buyer and the seller:

- (a) the seller hereby grants to the buyer from the date of supply of the digital product a worldwide non-exclusive licence to download, store and use the digital product, subject to the following prohibitions;

- (b) the buyer must not publish, distribute, sell, rent, broadcast, publicly display, sub-license, decompile or reverse engineer the digital product, except to the extent that applicable law so permits on a mandatory basis;
- (c) the buyer may use the digital product only for the buyer's own personal non-commercial purposes;
- (d) the buyer must not exploit the digital product for a commercial purpose;
- (e) no ongoing royalty payments shall be required in respect of the licence of the digital product; and
- (f) the licence shall automatically terminate in the event that the buyer uses the digital product outside the scope of the licence or breaches any contractual obligation owed to the seller; but, otherwise, the licence shall continue in force indefinitely.

14.5 If the seller is a trader and the buyer is a consumer, the provisions of Section 15 shall be incorporated into the contract of supply between a buyer and a seller.

14.6 Both buyers and sellers undertake to comply with the agreed terms and conditions of supply.

15. Distance contracts: cancellation right

15.1 This Section 15 applies if and only if the seller is a trader (a person acting for purposes relating to that person's trade, business, craft or profession, whether acting personally or through another person acting in the trader's name or on the trader's behalf) and the buyer is a consumer (an individual acting wholly or mainly outside his or her trade, business, craft or profession).

15.2 The buyer may withdraw an offer to enter into a contract with a seller through our website, or cancel a contract entered into with a seller through our website, at any time within the period:

- (a) beginning upon the submission of the buyer's offer; and
- (b) ending at the end of 14 days after the day on which the contract is entered into,

subject to Section 15.3. The buyer does not have to give any reason for the buyer's withdrawal or cancellation.

15.3 The buyer agrees that the seller may begin the provision of digital products before the expiry of the period referred to in Section 15.2, and the buyer acknowledges that, if the seller does begin the provision of digital products before the end of that period, the buyer will lose the right to cancel referred to in Section 15.2.

15.4 In order to withdraw an offer to contract or cancel a contract on the basis described in this Section 15, the buyer must inform site admin of the buyer's decision to withdraw or cancel (as the case may be). The buyer may inform the admin by means of any clear statement setting out the decision. In the case of cancellation, the buyer may inform admin by emailing Contact@TheLearningLoad.com. To meet the cancellation deadline, it is sufficient for the buyer to send the communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 15.5 If a buyer cancels an order on the basis described in this Section 15, the buyer will receive a full refund of the amount the buyer paid to the seller in respect of the order.
- 15.6 The seller will refund money using the same method used to make the payment, unless the buyer has expressly agreed otherwise. In any case, the buyer will not incur any fees as a result of the refund.
- 15.7 The seller will process the refund due to the buyer as a result of a cancellation on the basis described in this Section 15 without undue delay and, in any case, within the period of 14 days after the day on which the seller is informed of the cancellation.

16. Marketplace fees

- 16.1 Marketplace sellers must pay to us the following amounts:
 - (a) commission in respect of each sale made through our website.
- 16.2 In respect of fees payable to us by sellers:
 - (a) the fees will be as specified on our website from time to time; and
 - (b) the scope and duration of the services in respect of which the fees are payable will be as specified on our website at the time those fees are paid.
- 16.3 In respect of commission payable to us by sellers:
 - (a) commission shall be payable at at the rate of 30% of the list price);
 - (b) we shall deduct commission due from amounts held or processed by us on behalf of the seller; and
 - (c) commission payments are non-refundable, irrespective of whether a buyer subsequently cancels the underlying order and irrespective of whether a buyer is entitled to, or receives, a refund in respect of such an order.
- 16.4 All amounts payable in respect of our website services and stated in these terms and conditions or on our website are stated inclusive of VAT.
- 16.5 If we are required by applicable law to make any withholding tax deductions to payments made by us to a seller or processed by us on behalf of a seller under these terms and conditions, we shall remit those deductions to the relevant government or taxation authorities. We shall provide written evidence of any such tax payments to the seller. The seller must reimburse us in respect of such tax payments and, without prejudice to our other rights under these terms and conditions, we may deduct an amount equal to any such tax payments from payments due to the seller under these terms and conditions.
- 16.6 Promptly following receipt of a written request from us, you must supply to us any information and documentation that we may reasonably request in order to identify you or facilitate our compliance with our legal obligations relating to the taxation of payments made to us or processed by us under or in relation to these terms and conditions. We may supply such information and/or documentation to relevant government and taxation authorities.
- 16.7 We may vary fees from time to time by posting new fees on our website, but this will not affect fees for services that have been previously paid.

- 16.8 We may vary commission rates from time to time by posting new rates on our website, but this will not affect any liability to pay commission that accrues before the new rates are posted.
- 16.9 In the event of a refund to a buyer, the seller must repay to us any amount that we paid to the seller in respect of the refunded amount. We shall not charge the seller commission in respect of a refunded amount.
- 16.10 In the event of a charge-back by a buyer, the seller must repay to us any amount that we paid to the seller in respect of the charged-back amount. We shall not charge the seller commission in respect of a charged-back amount.

17. Payments

- 17.1 Unless we have deducted the relevant amounts from payments processed by us on your behalf under these terms and conditions, you must pay to us the fees and/or commission due in respect of our website services in advance, in cleared funds, in accordance with any instructions on our website.
- 17.2 If you dispute any payment made to us, you must contact us immediately and provide full details of your claim.
- 17.3 If you make an unjustified credit card, debit card or other charge-back then you will be liable to pay us, within 7 days following the date of our written request:
- (a) an amount equal to the amount of the charge-back;
 - (b) all third party expenses incurred by us in relation to the charge-back (including charges made by our or your bank or payment processor or card issuer);
 - (c) an administration fee of GBP 25.00 including VAT; and
 - (d) all our reasonable costs, losses and expenses incurred in recovering the amounts referred to in this Section 17.3 (including without limitation legal fees and debt collection fees),

and for the avoidance of doubt, if you fail to recognise or fail to remember the source of an entry on your card statement or other financial statement, and make a charge-back as a result, this will constitute an unjustified charge-back for the purposes of this Section 17.3.

- 17.4 If you owe us any amount under or relating to these terms and conditions, we may suspend or withdraw the provision of services to you.
- 17.5 We may at any time set off any amount that you owe to us against any amount that we owe to you, by sending you written notice of the set-off.
- 17.6 Payments are made on the first day of each calendar month. Variations to the payments schedule will be published at <https://thelearningload.com/profits-payouts-and-taxes/>

18. Our role

- 18.1 You acknowledge that:
- (a) we do not confirm the identity of website users, check their credit worthiness or bona fides, or otherwise vet them;
 - (b) we do not check, audit or monitor the information contained in listings;

- (c) we are not party to any licence of digital products or any contract for the sale, purchase and/or licensing of digital products advertised on the website;
- (d) we are not involved in any transaction between a buyer and a seller in any way, save that we facilitate a marketplace for buyers and sellers and provide certain services to sellers;
- (e) we are not the agents for any buyer or seller,

and accordingly we will not be liable to any person in relation to the offer for sale, sale, purchase or licensing of any digital products advertised on our website; furthermore we are not responsible for the enforcement of any contractual obligations arising out of a contract for the sale, purchase or licensing of any digital products and we will have no obligation to mediate between the parties to any such contract.

18.2 The provisions of this Section 18 are subject to Section 25.1.

19. Reviews

- 19.1 We publish reviews of products and services on our website.
- 19.2 Reviewers are or may be independent from us; accordingly, reviews published on our website do not necessarily reflect our views and opinions.
- 19.3 You acknowledge that reviews published on our website may be out of date, biased, partial, misleading and/or inaccurate.
- 19.4 You should not rely upon reviews published on our website to make decisions or determine courses of action, and you should conduct your own research before making a decision or embarking upon a course of action.
- 19.5 Subject to Section 25.1, we will not be liable to you for any loss or damage arising from any reliance you may place on any review published on the website.
- 19.6 You agree to the publication of reviews relating to you and your business, by others, on our website; you acknowledge that such reviews may be critical or defamatory or otherwise unlawful; and, subject to Section 25.1, you agree that you will not hold us liable in respect of any such reviews, irrespective of whether we are aware or ought to have been aware of such reviews.

20. User reviews

- 20.1 We publish reviews by users on our website.
- 20.2 If you have registered with our website, you may submit reviews for publication on the website, subject to these terms and conditions.
- 20.3 Your reviews must be honest, reasonable and bona fide reviews of teaching and learning resources.
- 20.4 You may only post a review if you have purchased the product about which you wish to post a review.
- 20.5 You must not post a review if:
 - (a) you have a financial interest in the subject matter of the review;

- (b) you are an owner, partner, member, employee, business partner or affiliate of any person who has a financial interest in the subject matter of the review; and/or
- (c) you are otherwise connected with, or related to, any person who has a financial interest in the subject matter of the review.

20.6 For the avoidance of doubt, your reviews constitute "your content" for the purposes of Section 21 and Section 22.

20.7 You acknowledge that we may publish and otherwise use, in conjunction with your reviews, your user ID, but we shall have no obligation to do so.

20.8 You hereby waive all your moral rights in your reviews to the maximum extent permitted by applicable law and warrant that all other moral rights in your reviews have been waived to the maximum extent permitted by applicable law.

20.9 You acknowledge that the user reviews published on our website are submitted by users, and that we do not usually review, approve or edit such reviews; accordingly, we do not warrant the completeness or accuracy of the user reviews.

21. Your content: licence

21.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, images, audio material, video material, audio-visual material, scripts, software and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website, providing that "your content" shall not include any digital product that is made available on our website except to the extent stated otherwise in these terms and conditions.

21.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

21.3 You grant to us the right to sub-license the rights licensed under Section 21.2.

21.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 21.2.

21.5 You hereby waive all your moral rights in your content to the maximum extent permitted by applicable law; and you warrant and represent that all other moral rights in your content have been waived to the maximum extent permitted by applicable law.

21.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

21.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

22. Your content: rules

22.1 You warrant and represent that your content will comply with these terms and conditions.

- 22.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 22.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) be in breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) be in breach of official secrets legislation;
 - (k) be in breach of any contractual obligation owed to any person;
 - (l) depict violence in an explicit, graphic or gratuitous manner;
 - (m) be pornographic, lewd, suggestive or sexually explicit;
 - (n) be untrue, false, inaccurate or misleading;
 - (o) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - (p) constitute spam;
 - (q) be offensive, deceptive, fraudulent, threatening, abusive, harassing, anti-social, menacing, hateful, discriminatory or inflammatory; or
 - (r) cause annoyance, inconvenience or needless anxiety to any person.
- 22.4 Your content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 22.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.
- 22.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

23. Report abuse

- 23.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.
- 23.2 You can let us know about any such material or activity by email or using our abuse reporting form.

24. Limited warranties

- 24.1 We do not warrant or represent:
- (a) the completeness or accuracy of the information published on our website;
 - (b) that the material on the website is up to date; or
 - (c) that the website or any service on the website will remain available.
- 24.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- 24.3 To the maximum extent permitted by applicable law and subject to Section 25.1, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

25. Limitations and exclusions of liability

- 25.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,
- and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 25.2 The limitations and exclusions of liability set out in this Section 25 and elsewhere in these terms and conditions:
- (a) are subject to Section 25.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 25.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- 25.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

- 25.5 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 25.6 We will not be liable to you in respect of any loss or corruption of any data, database or software, providing that if you contract with us under these terms and conditions as a consumer, this Section 25.6 shall not apply.
- 25.7 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 25.7 shall not apply.
- 25.8 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 25.9 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of:
- (a) £10; and
 - (b) the total amount paid and payable to us under the contract.

26. Indemnity

- 26.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of your use of our website or any breach by you of any provision of these terms and conditions.

27. Breaches of these terms and conditions

- 27.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
- (a) send you one or more formal warnings;
 - (b) temporarily suspend your access to our website;
 - (c) permanently prohibit you from accessing our website;
 - (d) block computers using your IP address from accessing our website;
 - (e) contact any or all of your internet service providers and request that they block your access to our website;
 - (f) commence legal action against you, whether for breach of contract or otherwise; and/or
 - (g) suspend or delete your account on our website.
- 27.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or

prohibition or blocking (including without limitation creating and/or using a different account).

28. Third party websites

- 28.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.
- 28.2 We have no control over third party websites and their contents, and subject to Section 25.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

29. Trade marks

- 29.1 The Learning Load, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.
- 29.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any licence to exercise such rights.

30. Variation

- 30.1 We may revise these terms and conditions from time to time.
- 30.2 The revised terms and conditions shall apply to the use of our website from the date of publication of the revised terms and conditions on the website, and you hereby waive any right you may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.
- 30.3 If you have given your express agreement to these terms and conditions, then unless a revision of these terms and conditions is reasonably required in order to ensure that we comply with applicable law, we will ask for your express agreement to the revision; and if you do not give your express agreement to the revised terms and conditions within such period as we may specify, we will disable or delete your account on the website, and you must stop using the website.

31. Assignment

- 31.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 31.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

32. Severability

- 32.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 32.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

33. Third party rights

- 33.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 33.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

34. Entire agreement

- 34.1 Subject to Section 25.1, these terms and conditions, together with our privacy and cookies policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

35. Law and jurisdiction

- 35.1 These terms and conditions shall be governed by and construed in accordance with English law.
- 35.2 Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England.

36. Statutory and regulatory disclosures

- 36.1 We will specify on the website or elsewhere in these terms and conditions the different technical steps you must follow to conclude a contract under these terms and conditions, and also the technical means for identifying and correcting input errors prior to the placing of your order.
- 36.2 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 36.3 These terms and conditions are available in the English language only.
- 36.4 We are registered in Companies House; you can find the online version of the register at <https://beta.companieshouse.gov.uk/company/12138146>, and our registration number is 12138146.
- 36.5 The website of the European Union's online dispute resolution platform is available at <http://ec.europa.eu/odr>. The online dispute resolution platform may be used for resolving disputes.

37. Our details

- 37.1 This website is owned and operated by The Learning Load LTD.
- 37.2 We are registered in England and Wales under registration number 12138146, and our registered office is at 28 Paxton Road, SE23 2QG.
- 37.3 You can contact us:
 - (a) using our website contact form; or
 - (b) by email, using the email address published on our website.

38. Terms and Conditions Version 1.1

- 38.1 Terms and Conditions last updated Saturday 24th August 2019 @ 20:01 GMT