

Science Worksheets

Terms

Welcome to Science Worksheets and our website located at www.scienceworksheets.co.uk. These Terms of Service (these “Terms”) (together with the documents referred to on it) tell you the terms and conditions on which we permit you access to our (Science Worksheets and the mark schemes) (“Digital Products”).

Please read these Terms carefully before placing an order. You agree to be bound by these Terms and that if you refuse to accept these Terms, you will not be able to place an order with us.

1. ABOUT US

- 1.1. We are Science Worksheets, Mark Scates (Sole Trader), Rainham, Essex, UK (“Science Worksheets”, “we”, “us”, “our”).
- 1.2. We operate the website www.scienceworksheets.co.uk (our “website”).
- 1.3. To contact us, please use info@scienceworksheets.co.uk with “ToS” in the subject line.
- 1.4. These Terms were last updated on Friday, 17th of January, 2025.
- 1.5. The following also apply to these Terms and form an integral part of these Terms:
 - 1.5.1. our Privacy Policy;
 - 1.5.2. our Cookie Policy;
 - 1.5.3. our Returns Policy; and
 - 1.5.4. our Digital Asset License Agreement.

2. ELIGIBILITY

By placing an order through our website, you warrant that:

- 2.1.1. you are legally capable of entering into binding contracts; and
- 2.1.2. you are at least 18 years old.

3. WEBSITE CONTENT OWNERSHIP

- 3.1. All title, ownership rights and intellectual property rights in and to the content and website and any and all copies thereof are owned by us and our licensors.
- 3.2. The content and website is protected by national and international laws, copyright treaties and conventions and other laws.
- 3.3. The content and website may contain certain licensed materials, and, in that event, our licensors may protect their rights in the event of any violation of these Terms. Any representation of these licensed materials in any way and for any reason is prohibited without our prior permission and, if applicable, our licensors and their representatives.
- 3.4. Except as expressly set forth in these Terms, all rights not granted hereunder to you are expressly reserved by us.
- 3.5. This License confers no title or ownership in the content and website and should not be construed as a sale of any rights in the content and website.

4. DIGITAL PRODUCTS DELIVERY AND RETENTION OF TITLE

- 4.1. Delivery of Digital Products shall be made via a designated password to the e-mail address specified in the accepted order.
- 4.2. All Digital Products will remain the property of Science Worksheets.
- 4.3. You may not sell or encumber any Digital Product.
- 4.4. All of the content featured or displayed in the Digital Product, including but not limited to text, graphics, photographs, images, moving images, sound, and illustrations protected by intellectual property law (together “Content”), is owned by Science Worksheets. You must not use the Digital Product or any Content other than for its intended purpose and the license granted to you in writing.
- 4.5. You must not modify any of the Content and you must not copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or work contained in the Digital Product. Except as authorised

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under applicable copyright law, you are responsible for obtaining permission before reusing any copyrighted material that is available in the Digital Product.

- 4.6. You are responsible for complying with all laws which apply to you and your use of the Digital Product. The Digital Product, its Content, and all related rights shall remain the exclusive property of Science Worksheets unless otherwise expressly agreed. You will not remove any copyright, trademark, or other proprietary notices from material found in the Digital Product.

5. DIGITAL PRODUCTS OWNERSHIP

- 5.1. You agree that, subject to the rights and licenses granted in our Digital Asset License Agreement, we are, and will remain, the sole and exclusive owner of all right, title, and interest, throughout the world, to all Digital Products and any copies of the Digital Products.
- 5.2. Except as expressly provided in these Terms or our Digital Asset License Agreement we reserve all rights and licenses not expressly granted in these Terms.
- 5.3. You acknowledge that all intellectual property rights in the Digital Products anywhere in the world belong to us, *that rights in the Digital Products are licensed (not sold) to you*, and that you have no rights in, or to, the Digital Products other than the right to use them in accordance with our Digital Asset License Agreement and these Terms.

6. PRODUCTS DESCRIPTIONS

- 6.1. We do our best to ensure that the information about our Digital Products is accurate and up to date. However, we do not guarantee that there will be no errors in the description of the Digital Products, or that Digital Products will always be available.
- 6.2. We also reserve the right to modify the information about the Digital Products including their prices, descriptions, and availability. However, such changes will not affect orders accepted by us.
- 6.3. Except we are required by law, we will not be liable to you, or any other person, for any loss, damage, cost, or expense suffered as a direct or indirect result of the inaccuracy of any Digital Products description, whether in contract, negligence, or any other tort, equity, restitution, strict liability, under statute, or otherwise.

7. PAYMENTS

- 7.1. Access to our Digital Products requires payment of fees before you can access or use them ("Fees").
- 7.2. Any Fees due in relation to your order must be paid by their due date for payment, as notified to you through our website or otherwise. Failure to make timely payment of the Fees may result in the suspension or termination of your access to your account and/or our website or any of the services.
- 7.3. Our Fees may be amended from time to time at our discretion. We will provide you reasonably advance written notice of any amendment of recurring Fees. Your continued use of our services will constitute acceptance of the amended Fees.
- 7.4. You shall be responsible for any applicable taxes (including any goods and services tax) under these Terms.
- 7.5. All payments shall be made by using the payment methods specified by us from time to time. You acknowledge and agree that you are subject to the applicable user agreement of any third party payment methods. We shall not be liable for any failure, disruption, or error in connection with your chosen payment method. We reserve the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to you or giving any reason.
- 7.6. We must receive payment in full no later than the day on which such payment is required to be paid in immediately available and freely transferable funds, without any restriction, condition, withholding, deduction, set-off, or counterclaim whatsoever.

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8. CHARGEBACKS, PAYPAL DISPUTE OR SECTION 75 CCA 1974 CLAIMS

You agree to contact us prior to raising a request for a chargeback or any dispute with your bank or card issuer or PayPal in relation to any purchase. If you make a payment through and later dispute a legitimate charge by raising a chargeback or PayPal Dispute without merit or legitimate reason (as determined in our sole discretion), whether fraudulently or otherwise, then we reserve the right to blacklist you by providing compelling evidence to refute your invalid chargeback or PayPal Dispute request and/or pursue legal action as the case may be.

9. CANCELLATION BY US

- 9.1. We reserve the right to cancel, at any time before delivery and for whatever reason, any order that we have previously accepted, such as if there is an event beyond our control, or we are unable to supply the Digital Products.
- 9.2. If we cancel your order we will contact you and refund you any money you have already paid for such Digital Products.
- 9.3. Except we are required by law, we will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the cancellation of your order, whether in contract, negligence, or any other tort, equity, restitution, strict liability, under statute, or otherwise.

10. SPECIAL OFFERS, DISCOUNTS, AND PROMOTIONS

- 10.1. We reserve the right to change, limit, or terminate any special offers, discounts, and promotions at any time without notice.
- 10.2. All special offers, discounts, and promotions are subject to availability and may require you to accept additional terms and conditions, which are hereby expressly incorporated into these Terms.
- 10.3. We reserve the right to limit certain special offers, discounts, and promotions to one order per customer as defined by their email address and/or credit card address and/or delivery address.

11. OUR RIGHT TO VARY THESE TERMS

We reserve the right to revise these Terms at any time. Whenever we revise these Terms, we will keep you informed and give you notice of this by stating that these Terms have been amended and amending the relevant date at the top of this page.

12. WARRANTY

- 12.1. We warrant to you that any Product purchased from us through our website will, on delivery, conform in all material respects with its description, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.
- 12.2. We will at our option replace or refund the price of Products which you notify us are defective.
- 12.3. This warranty shall not apply to defects caused by misuse, neglect, accident, improper storage, installation or handling, frost damage, repair or alteration not carried out or authorised by us.

13. OUR LIABILITY

- 13.1. If we fail to comply with these Terms, we are responsible for the loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into the Contract.

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- 13.2. We only supply the Products for domestic and private use. You agree not to use the product for any commercial or business for resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 13.3. We do not in any way exclude or limit our liability for:
 - 13.3.1. death or personal injury caused by our negligence;
 - 13.3.2. any breach of the legal terms to title and quiet possession;
 - 13.3.3. any breach of the legal terms to satisfactory quality, fitness for purpose, and description; and
 - 13.3.4. any breach of the legal terms to defective products.
- 14. COMMUNICATIONS BETWEEN US**
- 14.1. When we refer, in these Terms, to “in writing”, this will include email.
 - 14.2. If you wish to contact us in writing, or if any clause in these Terms requires you to give us notice in writing, you can send this to us by email. We will confirm receipt of this by contacting you in writing, normally by email.
 - 14.3. If we have to contact you or give you notice in writing, we will do so by email to the address you provide to us in your Order.
 - 14.4. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, or 24 (twenty-four) hours after an email is sent.
 - 14.5. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 15. EVENTS OUTSIDE OUR CONTROL**
- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).
 - 15.2. A Force Majeure Event includes any act, event, non-happening, omission, or accident beyond our reasonable control and includes in particular (without limitation) the following:
 - 15.2.1. strikes, lockouts, or other industrial action;
 - 15.2.2. civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
 - 15.2.3. fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural disaster;
 - 15.2.4. impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport;
 - 15.2.5. impossibility of the use of public or private telecommunications networks; and
 - 15.2.6. the acts, decrees, legislation, regulations, or restrictions of any government.
 - 15.3. Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.
- 16. INDEMNITY**
- You agree to indemnify and hold us, our related, and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors, and assigns harmless from and against all claims, losses, expenses, damages, and costs (including but not limited to direct, incidental, consequential, exemplary, and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default, or omission, whether in

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your use of our App, services, and/or any websites or software in relation thereto or otherwise, and whether in respect of your breach of these Terms or any laws or regulations or otherwise.

17. ALTERNATIVE DISPUTE RESOLUTION

- 17.1. The Parties shall attempt to resolve any dispute arising out of or relating to these Terms through negotiations. If negotiations do not resolve the matter within 30 days of receipt of a written invitation to negotiate, the parties will attempt to resolve the dispute in good faith through an agreed-upon Online Alternative Dispute Resolution (“ADR”) procedure.
- 17.2. If the ADR procedure does not resolve the matter within 30 days of the initiation of that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.

18. OTHER IMPORTANT TERMS

- 18.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or obligations under these Terms.
- 18.2. You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 18.3. No joint venture, partnership, agency, or employment relationship has arisen by reason of these Terms.
- 18.4. These Terms and any document expressly referred to in it constitutes the entire agreement between us.
- 18.5. Each Party acknowledges that, in entering into these Terms, it does not rely on any representation, warranty, or other provision except as expressly provided in these Terms, and all conditions, warranties, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
- 18.6. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 18.7. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 18.8. These Terms shall be governed by and construed in accordance with the laws of England and Wales, without regard to its choice of law provisions.