

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **myminimaths.co.uk** (the "Site"). This Site is owned and operated by MYminiMaths Limited. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

### **Intellectual Property**

All content published and made available on our Site is the property of MYminiMaths Limited and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Acceptable Use**

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Violate the intellectual property rights of the Site owners or any third party to the Site; or
- Hack into the account of another user of the Site.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### **Accounts**

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Educational Resources.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Subscriptions**

Your subscription does not automatically renew. You will be notified before your next payment is due and must authorise that payment in order for your subscription to continue.

### **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

### **Right to Cancel and Receive Reimbursement**

If you are a customer living in the United Kingdom or the European Union you have the right to cancel your contract to purchase goods from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased digital content that was not supplied on a tangible medium.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at [info@myminimaths.co.uk](mailto:info@myminimaths.co.uk) or by post at 25 Oldfield Drive, Stone, Staffordshire, ST158XZ. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Custom or personalised goods;
- Goods that will deteriorate or expire rapidly; and
- Newspapers, magazines, or periodicals, except for subscriptions to such publications.

### **Effects of Cancellation**

If you provide express consent to the supply of digital content during the cancellation period and acknowledge that your right to cancel the contract is lost by the supply of digital content during the cancellation period, you will no longer have a right to cancel the contract.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

### **Consumer Protection Law**

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

### **Limitation of Liability**

MYminiMaths Limited and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless MYminiMaths Limited and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

### **Applicable Law**

These Terms and Conditions are governed by the laws of the Country of England.

### **Dispute Resolution**

Subject to any exceptions specified in these Terms and Conditions, if you and MYminiMaths Limited are unable to resolve any dispute through informal discussion, then you and MYminiMaths Limited agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and MYminiMaths Limited.

Notwithstanding any other provision in these Terms and Conditions, you and MYminiMaths Limited agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

### **Additional Terms**

- A single-user membership to MYminiMATHS offers access to digital resources and services for one user only and can only be accessed using one device at any one time. The sharing of user account details is strictly prohibited..

### **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

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info@myminimaths.co.uk

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Effective Date: 29th day of August, 2024

**Cancellation Form**

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: myminimaths.co.uk

Address: \_\_\_\_\_

Email: info@myminimaths.co.uk

I hereby give notice that I cancel my contract of sale of the following goods or services:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Ordered on: \_\_\_\_\_

Received on: \_\_\_\_\_

Customer name: \_\_\_\_\_

Customer address:  
\_\_\_\_\_

Signature (only required if you are returning a hardcopy of this form):

\_\_\_\_\_

Date: \_\_\_\_\_