

Terms and Conditions for Botheredness

Effective Date: 1st November 2024

1. Acceptance of Terms

These Terms and Conditions apply to your use of and contributions to all Botheredness Websites. By accessing and using these Websites and the associated content and services, you agree to be bound by these Terms and Conditions. If you do not agree to these terms, please do not access or use the Websites.

2. Eligibility

The products and services available on the Websites are intended for use by educational institutions, such as schools, and individuals engaged in the teaching profession. These products and services are not intended for general consumer use as defined by the Consumer Rights Act 2015.

3. Additional Terms

Additional terms may apply to:

- Contributors (see clause 12)
- Competitions (see clause 14)

You are responsible for ensuring that all individuals accessing the Websites through your internet connection are aware of and comply with these Terms and Conditions.

4. Access Availability

Botheredness does not guarantee that its Websites or any content on them will always be available or uninterrupted. We may suspend, withdraw, or restrict access to all or any part of the Websites for operational reasons. Reasonable notice will be given whenever possible.

5. Definitions

In these Terms and Conditions, the following definitions apply:

- **Contributor:** Third parties who submit resources for posting at Botheredness' discretion.
- **Copy:** All materials provided by you to Botheredness for Advertising Services.
- **Free Membership:** Membership services that do not incur a subscription fee, allowing access to unmodifiable PDFs.
- **Membership Services:** Collectively includes both Free Membership and Subscription Services.

- **Products:** Teaching packs, books, posters, and resources purchased from the Botheredness online shop.
- **Subscription Services:** Membership services that incur a subscription fee, providing access to editable and interactive content.
- **Botheredness:** Botheredness, a service provided by Create Learn Inspire Ltd, company number 7837752 and VAT number 165875269.
- **Botheredness Materials:** Any materials, content, or Products accessed or purchased via the Websites.
- **Terms and Conditions:** These terms and any additional terms referred to herein.
- **User:** Any individual accessing the Websites, including individuals and educational institutions represented during their engagement.
- **Websites:** The Botheredness websites and any additional URLs used by Botheredness.
- **Working Day:** Any day other than Saturday, Sunday, or English Bank Holidays.
- **You/you:** The User accessing the Websites and, if applicable, the educational institution they represent.

6. Revisions

Botheredness reserves the right to amend these Terms and Conditions at any time by publishing revisions on its Websites. Users are responsible for regularly reviewing this information. Continued use of the Websites after changes are made constitutes acceptance of the modified Terms and Conditions.

7. Limited Rights to Use Content

All Botheredness Materials are owned by Botheredness or its licensors. You may display Botheredness Materials on a computer screen or mobile device, print them, and store them electronically for personal, educational, non-commercial purposes.

For department/school subscriptions, you may use Botheredness Materials on your intranet or VLE, provided each User has a personalized login and access is restricted to students and teachers within the subscribing institution.

You may not:

- Redistribute or share content with individuals not covered by the Subscription Service.
- Remove copyright or trademark notices from any copies.
- Create a database by systematically downloading content.

- Modify, reproduce, or commercially exploit any content without explicit permission.

8. Membership Services

Details regarding Membership Services and applicable fees are available on the Websites. To subscribe, you must provide accurate registration information, including valid payment details for Subscription Services. Each Membership Service is for your sole use. Botheredness may monitor usage.

Payments for Subscription Services are by credit/debit card and subject to auto-renewal. You must inform Botheredness of any changes to your email address.

Botheredness offers Free Membership and Subscription Services for individuals, schools at a single location and for multi-academy trusts only.

9. Products and Delivery Policy

Digital Products: Only available for online purchase via credit/debit card.

Physical Products: Can be purchased online and may be sent domestically or internationally. Shipping costs will be displayed during payment, and delivery times vary.

10. Username and Password

To access Membership Services, Users require a username and password. Users must:

- Keep login details confidential.
- Change passwords regularly.
- Notify Botheredness of any security breaches.

You are responsible for keeping your login secure. Notify Botheredness immediately if you suspect unauthorized access.

11. Withdrawal of Access

Botheredness reserves the right to suspend or withdraw access without notice if there is reason to believe login details have been misused. Unauthorised access may incur charges equal to what would have been payable had those users subscribed independently.

12. Contributors

If you wish to share resources with the education community, please refer to Botheredness' FAQs for further details.

13. Product Reviews

Users may submit reviews of Botheredness Products, but we reserve the right to delete or edit reviews that do not meet our guidelines.

14. Competitions

All competitions will clearly outline eligibility, participation requirements, and deadlines. Non-compliance will render entries invalid.

15. Disclaimer of Liability

Botheredness is not responsible for User-generated content and cannot guarantee its accuracy. We are not liable for any indirect or consequential loss arising from your access to or use of the Websites or Botheredness Materials.

16. Indemnity

You agree to indemnify Botheredness against any claims or liabilities arising from your access to or use of the Websites in breach of these Terms and Conditions.

17. Applicable Law and Jurisdiction

These Terms and Conditions are governed by English law. The English courts have non-exclusive jurisdiction over any disputes.

18. Data Protection and Privacy

Any personal information collected will be used according to Botheredness' Privacy Statement. You warrant that your information is accurate and complete.

29. General Information

You may not assign or sub-contract your rights under these Terms without Botheredness' written consent. These Terms constitute the entire agreement between you and Botheredness regarding your use of the Websites.

For any questions or concerns, please contact us at hello@botheredness.co.uk.