



Flipped Study Limited - Terms of Business Supply

1. Formation

- 1.1 The website on which these Terms appears ("Our Site") is owned and operated by, and the words "Flipped Study" and also "We/Us/Our" etc. in these Terms mean, Flipped Study Limited, English and Welsh Company Number 11002132, which deals only in the course of business.
- 1.2 These Terms, together with any and all other documents they refer to, set out the terms under which the materials supplied through Our Site are supplied on your behalf to students enrolled in educational establishments ("Students"), which educational establishments are Our customers, and who deal in the course of trade ("You/Your" etc.); these Terms do not apply to Students, who are not our customers.
- 1.3 We may at times act as agent of another party ("Third Party Provider"), whose identity will be made clear to you as appropriate, and on whose behalf we may enter into any agreement for that business to supply materials to you; in those circumstances We will not be entering into any agreement to supply the Third Party Provider's materials to you on our own account, but only on behalf of our principal, the Third Party Provider.

2. Supplies

- 2.1 During the time for which this agreement subsists (which will have been outlined in the sales process) ("Agreement Period") Flipped Study will provide the supplies to Pupils described in the sales process, and You will do all things Flipped Study might reasonably request in order to facilitate Flipped Study's provision of such supplies, and will not object to any failure to provide by Flipped Study that arises in any manner from any failure by You to facilitate in relation to any reasonable request from Flipped Study ("Supplies").

3. Price & Payment

- 3.1 The Price to be paid is as outlined in the sales process.
- 3.2 Due and punctual payment of the Price is of the essence of this Agreement.
- 3.3 All amounts due and payable by You to Flipped Study are stated exclusive of any VAT, tax, charge or levy which may be imposed on such payment; You shall pay any such that becomes applicable in addition to the Price on the same terms.
- 3.4 If payment in full is not received by Flipped Study upon the due date, Flipped Study shall be entitled to levy interest on any sums outstanding at 3% above the Royal Bank of Scotland base rate per month.

4. Guarantees and Limitations on remedies

- 4.1 No guarantee is provided about the effect which the materials might have on Students, in particular that use of the materials will improve anyone's academic performance.
- 4.2 NONE OF THE PROVISIONS OF THIS CLAUSE 4 APPLY IN RESPECT OF DEATH OR PERSONAL INJURY CAUSED BY FLIPPED STUDY'S NEGLIGENCE, OR FLIPPED STUDY'S FRAUD (including material pre-contractual misrepresentations).
- 4.3 Flipped Study gives no guarantee of any kind in relation to Supplies originating either from a Third Party Provider, or from a contributor to Flipped Study's site other than Flipped Study (e.g. as might be posted by Students).

- 4.4 Flipped Study's Supplies (i.e. of Flipped Study-sourced materials) under these Terms will be provided using the reasonable skill and care of a professional in the area of Supplies provided. All other guarantees or warranties from Flipped Study of any nature, whether implied or otherwise expressed, are excluded to the maximum extent permitted by law.
- 4.5 If You provides anything to Flipped Study in connection with these Terms then You indemnify Flipped Study against any losses Flipped Study incurs for any allegation that Flipped Study's use of such thing infringes the rights (including copyright or other intangible property) of any third party.
- 4.6 In view of the nature of the Supplies, the Price, and the guarantees given, it is agreed that **Except as expressly provided otherwise in these Terms:**
- 4.6.1 Flipped Study shall not be liable to You by reason of any representation, warranty, condition or other term, or any duty at common law, or under the express terms of these terms, for any loss of profit, or loss of opportunity, or failure to make savings, or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by negligence or otherwise) which arise out of or in connection with the provisions of these Terms; and**
- 4.6.2 the entire liability of Flipped Study under or in connection with these Terms shall not exceed the amount of You shall have paid Flipped Study under these Terms and where no price has been paid the entire liability of Flipped Study under or in connection with these terms shall not exceed the amount of £100.**
- 4.7 Flipped Study shall not be liable to You or be deemed to be in breach of these terms by reason of any delay in performing, obligations under these Terms if the delay was due to any cause beyond Flipped Study's reasonable control, or to any instructions of You.

5. General

- 5.1 These Terms constitute the entire agreement between the parties concerning its subject matter and supersede any previous agreement or understanding concerning that subject. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.
- 5.2 Nothing in these Terms is intended for the benefit of any third parties and the provisions of the Contracts (Right of Third Parties) Act 1999 are expressly excluded.
- 5.3 This agreement is personal to the parties and may not be assigned by either party without the other's consent, not to be unreasonably withheld. Flipped Study may fulfil its obligations under these Terms be using third parties, although shall not thereby be relieved of those obligations itself.
- 5.4 English law shall apply to these Terms, and the parties agree to submit all disputes between them to the exclusive jurisdiction of the English courts.