TERMS AND CONDITIONS

These terms and conditions are the standard terms for the provision of services by **LITTLE SCIENTISTS WORKSHOPS LTD**, incorporated and existing under the laws of the Republic of Cyprus, registered with the Registrar of Companies of the Republic of Cyprus under number HE 458570, having its registered office at lakovou Katsounotou 6, Nea Ekali, P.C. 3112 Limassol, Cyprus.

1. **Definitions and Interpretation**

1.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Calendar Day"	means any day of the year;
"Calendar Month"	means any month of the year;
"Contract"	means the present terms and conditions;
"Data Subject Rights Policy"	means Our data subject rights policy, as this is found on Our Website from time to time;
"Fees"	means the fees payable by You to Us for receiving the respective Services and which are shown on Our Website from time to time;
"Our Website"	means <u>https://littlescientists.com.cy/</u> ;
"Payment"	means the payment by You of Our Fees, by any of the means stipulated in clause 5.5. hereinbelow;
"Privacy Policy"	means Our privacy policy, as this is found on Our Website from time to time;
"Registration"	means Your registration with Us, through the completion and submission of the respective Registration Form on Our Website, for the purpose of receiving the respective Services;
"Registration Confirmation"	means an email to be sent to You by Us, confirming, inter alia, Your successful Registration for the respective Services You have registered for, the main characteristics, the description and the necessary information for the selected Services, Our Fees, and includes a copy of the Registration Form you have submitted;
"Registration Form"	means the respective registration form to be found on Our Website from time to time, for the purpose of receiving the respective Services;
"Services"	means the respective services You are Registered for, through the completion and submission of the respective Registration Form on Our Website, and which are specified on Our Website from time to time;

"You/Your"	means the parent(s) of the child, the names of which appear on the Registration Form submitted at the time of Your Registration with Us;
"We/Us/Our"	means LITTLE SCIENTISTS WORKSHOPS LTD , incorporated and existing under the laws of the Republic of Cyprus, registered with the Registrar of Companies of the Republic of Cyprus under number HE 458570, having its registered office at lakovou Katsounotou 6, Nea Ekali, P.C. 3112 Limassol, Cyprus.

1.2 Each reference in these terms and conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, or other means.

2. Information About Us

- 2.1 **LITTLE SCIENTISTS WORKSHOPS LTD**, is a private limited liability company by shares, incorporated and existing under the laws of the Republic of Cyprus, registered with the Registrar of Companies of the Republic of Cyprus under number HE 458570, having its registered office at lakovou Katsounotou 6, Nea Ekali, P.C. 3112 Limassol, Cyprus.
- 2.2 We are the legal and beneficial owner of the domain name of Our Website and We are the sole operator of Our Website.
- 2.3 We are the registered owners of, and we have all the legal and beneficial rights to, the trademark "Little Scientists", as this appears on Our Website.

3. The Contract

- 3.1 This Contract governs Your access to Our Website and the provision of Our Services to You and will form the basis of the contract between Us and You. Before Registering, please ensure that You have read this Contract carefully. If you are unsure as to any part of this Contract, please ask Us for clarification.
- 3.2 Upon Your Registration, We will send You the Registration Confirmation, which confirms, inter alia, Your Registration for the respective Services You have Registered for, the main characteristics, the description and the necessary information for the respective Services. Your Registration constitutes a contractual offer that We will accept, at our discretion, when You receive Our Registration Confirmation.
- 3.3 A legally binding contract between Us and You, by the means of this Contract, is therefore created as soon as You have received our Registration Confirmation.
- 3.4 The following information has been made available to You through Our Website, prior to entering into this Contract:
 - 3.4.1 The main characteristics, the description and the necessary information of each of Our Services;
 - 3.4.2 Our identity (set out above in Clause 2 hereinabove) and contact details (as set out in Clause 11 hereinbelow);
 - 3.4.3 Our Fees, including VAT;
 - 3.4.4 Any age range applicable, as the case may be;

- 3.4.5 Our Privacy Policy; and
- 3.4.6 Our Data Subject Rights Policy.
- 3.5 By entering into this Contract and by receiving Our Services, You hereby also accept the application of:
 - i. Our Privacy Policy, as this is found on Our Website from time to time;
 - ii. Our Data Subject Rights Policy, as this is found on Our Website from time to time;
 - Our Fees, as these are found on Our Website under the relevant section for each Service or as these are agreed by means of a written communication between Us and You; and
 - iv. The main characteristics, the description and the necessary information for each of Our Services, as these are found on Our Website under the relevant section for each Service,

and as these are amended from time to time. Any amendment to these documents and/or information that substantially amends Your rights thereunder, will be communicated to You in writing 30 (thirty) Calendar Days in advance of its implementation.

4. Services

- 4.1. Our Services are those shown on Our Website from time to time, and which You are Registered for, and may include, inter alia:
 - 4.1.1 science lessons;
 - 4.1.2 workshops;
 - 4.1.3 birthday party;
 - 4.1.4 corporate events;
 - 4.1.5 summer school; or
 - 4.1.6 Christmas school (hereinafter "Our Services").
- 4.2. The main characteristics, the description and the necessary information of each of Our Services are available on Our Website.

5. **Price and Payment**

- 5.1 Our Fees are those shown on Our Website at the time Your Registration is received and is successful as per our automatic email to be received after Your Registration.
- 5.2 Our Fees may change at any time by the provision of a prior written notice of 30 (thirty) Calendar Days to You. If You continue making Payments under this Contract with the new Fees, this means Your implied acceptance of the new Fees, therefore these will be applied for the rest of the duration of this Contract.
- 5.3 If You do not agree with the new suggested Fees, You may choose to terminate this Contract by contacting us in the way stipulated in clause 11 hereinebelow.
- 5.4 All Fees include VAT. If the rate of VAT changes between the date of commencement

of the Contract and the date of Your Payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Fees where We have already received payment from You.

- 5.5 We accept the following methods of payment:
 - 5.5.1 cash;
 - 5.5.2 credit or debit card;
 - 5.5.3 bank transfer; or
 - 5.5.4 online payment (upon request).
- 5.6 If You do not make Payment to Us within 7 (seven) Calendar Days from the date Our Fees are due, We may charge You interest on the overdue sum at the rate of 1% per each day of such delay. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.7 No Payment made to us is refundable, unless otherwise provided herein.

6. **Providing the Services**

- 6.1 As required by applicable law, We will provide the Services with reasonable skill and care, consistent with best practices and standards in the market, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 We will begin providing Our respective Services on the date confirmed in Our Registration Confirmation or as otherwise notified in writing thereafter.
- 6.3 We will continue providing the Services under this Contract until the date confirmed in Our Registration Confirmation or as otherwise notified in writing thereafter, unless terminated earlier by any of the parties hereto in the means provided hereunder.
- 6.4 We will make every reasonable effort to complete the Services on time. We cannot, however, be held responsible for any delays if an event outside of Our reasonable control occurs. Please see Clause 9 hereinbelow for events outside of Our reasonable control.
- 6.5 If We require any further information or documentation or action from You in order to start or continue providing Our Services under this Contract, this will be specified on Our Website under the relevant section, or We will inform You on this as soon as is reasonably possible.
- 6.6 If the information or documentation or action required under sub-Clause 6.5 hereinabove is delayed, not provided, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result and We have the right to suspend the provision of Our Services until the above is rectified, or terminate the Contract on this basis. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on Your part, We may charge You a reasonable additional sum for that work.
- 6.7 As per the Registration Form You have completed and submitted for receiving the respective Service, You may be required to disclose to Us any health issues or allergies Your child may have. If such information is, for any reason or no reason, not been disclosed to Us, or been incorrectly disclosed to Us, We will not be held responsible for any consequences caused as a result. If additional work is carried out, or any expenses are borne, by Us in order to make good any consequences of such

inaction or mistake by Your side, We may charge You a reasonable additional sum for that work.

7. Problems with the Services and Your Legal Rights

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services, We request that You inform Us as soon as is reasonably possible.
- 7.2 We will use reasonable efforts to remedy problems with the Services, provided that such problems are capable of being remedied, as quickly as is reasonably possible and practical, but We do not offer any refunds to this respect.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our employees or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, or by the non-provision by You of any information or documents, or by Your or Your child's actions or inactions, sub-Clause 6.6 will apply and We may charge you for remedial work.

8. Our Liability

- 8.1 We will be responsible for any foreseeable and direct loss or damage that You or Your child may suffer as a result of Our breach of this Contract or as a result of Our gross negligence (including that of Our employees). Loss or damage is foreseeable if it is an obvious consequence of the breach or gross negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable or indirect or consequential.
- 8.2 We provide Services at Our premises or outside Our premises, depending on the Service. By entering into this Contract, You agree that You will not reproduce or try the actions performed during the provision of our Services at Your own premises and that We will not be liable to You for any damage or injury that may be caused to You in such a case.
- 8.3 Nothing in this Contract seeks to exclude or limit Our liability for death or personal injury to You or Your child caused by Our negligence (including that of Our employees), or for fraud or fraudulent misrepresentation, during the provision of Our Services.
- 8.4 Nothing in this Contract seeks to exclude or limit Our liability for failing to perform the Services with reasonable care and skill or in accordance with information provided by Us about the Services or about Us.
- 8.5 Nothing in this Contract seeks to exclude or limit Your legal rights as a consumer.
- 8.6 We have no liability whatsoever towards You under this Contract, if during the provision of Our Services it becomes apparent that Your child is not within the age range specified in the relevant section of the Services You have Registered for, as well as in the Registration Confirmation You have received, as the case may be.
- 8.7 We have no liability whatsoever towards You under this Contract, if any information on Your child's physical health and/or mental health and/or phobias and/or capabilities and/or allergies is, for any reason or no reason, not been disclosed to Us, or been incorrectly disclosed to Us, during the Registration or anytime thereafter when this became known to you.

9. Events Outside of Our Control (Force Majeure)

- 9.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), viruses, epidemic, pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 9.2 If any event described under this Clause 9 occurs that is likely to adversely affect Our performance of any of Our obligations under this Contract:
 - 9.2.1 We will inform You as soon as is reasonably possible;
 - 9.2.2 Our obligations under this Contract will be suspended and any time limits that We are bound by will be extended accordingly;
 - 9.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
 - 9.2.4 If an event outside of Our control occurs and continues for more than 3 (three) weeks, You may terminate the Contract in accordance with Your right to terminate under sub-Clause 10.3.3 and inform us of the termination. Any refunds due to you as a result of that termination will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of receipt of Your termination notice. Such a refund may be postponed in case We mutually agree that the Services will be provided at a future time;
 - 9.2.5 If an event outside of Our control occurs and continues for more than 3 (three) weeks, We may terminate the Contract in accordance with Our right to terminate under sub-Clause 10.6.2 and inform You in writing as soon as is reasonably possible. Any refunds due to You as a result of that termination will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our termination notice. Such a refund may be postponed in case We mutually agree that the Services will be provided at a future time.

10. Termination and Cancellation

- 10.1 You may cancel Your Registration at any time before the provision of Our Services by contacting us by the means stipulated in clause 11 hereinbelow. You are urged not to make such a cancellation within the week prior to receiving the Services, as this may deprive other children from receiving the Services.
- 10.2 Once We have begun providing the Services, You may terminate this Contract anytime by contacting us by the means stipulated in clause 11 hereinbelow. However, you are not eligible for a refund if You have already started receiving the Services, as a spot has already been secured for You.
- 10.3 We may cancel Your Registration at any time before We begin providing the Services due to the unavailability of spots, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You in writing as soon as is reasonably possible.
- 10.4 Once We have begun providing the Services, We may terminate this Contract at any time if:

- 10.4.1 You have failed to make any Payment within 7 (seven) Calendar Days from the date such a payment is due;
- 10.4.2 You have repeatedly been requested to escort Your child outside the premises where the Services are provided, as a result of the improper behaviour of Your child, which under Our absolute discretion, significantly affected Our, or Our employees', ability to provide the Services;
- 10.4.3 You have breached Our faith and our contractual relationship has been affected to a stage that, under Our reasonable discretion, it cannot continue to be performed, for reasons attributable to Your, or Your child's, behaviour.

Any of the above constitutes a material breach of the Contract. In such a case a termination is imperative and we will notify You in writing as soon as is reasonably possible. In such a case no refund will be made and You may not be able to register for our Services again in the future.

- 10.5 Once We have begun providing the Services, We may also terminate this Contract at any time due to the occurrence of an event outside of Our reasonable control. If such a termination is necessary, We will notify You in writing as soon as is reasonably possible. Any refunds due to You as a result of that termination will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our termination notice. Such a refund may be postponed in case We mutually agree that the Services will be provided at a future time;
- 10.6 If any of the following occurs, You may terminate the Contract by giving Us a written notice of immediate effect by the means stipulated in clause 11 hereinbelow:
 - 10.6.1 You have evidence that we have entered into liquidation or have an administrator or receiver appointed over Our assets;
 - 10.6.2 You have been notified by Us that We are unable to provide the Services due to an event outside of Our control and 3 (three) weeks have passed from such a notification (as under sub-Clause 9.2.4);
 - 10.6.3 We have notified You of any changes to the Contract which lead to Your material disadvantage and which you do not accept; or
 - 10.6.4 within 30 (thirty) Calendar Days from the date of Our written notice of any amendments to this Contract, the Privacy Policy, or the Data Subject Rights Policy.
- 10.7 All provisions of the Contract which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. **Communication and Contact Details**

- 11.1 If You wish to contact Us, You may do so by:
 - 11.1.1 telephone at 0035795155555;
 - 11.1.2 by an onsite message through Our "Contact Us" section; or
 - 11.1.3 by an email to info@littlescientists.com.cy.
- 11.2 In certain circumstances You must contact Us in writing (when cancelling a Registration, for example, or exercising Your right to terminate the Services). When contacting Us in writing You may use the following methods:

11.2.1 an onsite message through Our "Contact Us" section; or

11.2.2 an email to info@littlescientists.com.cy.

12. Complaints and Feedback

- 12.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 12.2 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, the Contract, or Our Services, please contact Us in one of the following ways:
 - 12.2.1 By email at info@littlescientists.com.cy;
 - 12.2.2 By an onsite message through Our "Contact Us" section; or
 - 12.2.3 By contacting Us by telephone at 0035795155555.

13. How We Use Your Personal Information (Data Protection)

We will only use Your personal information as set out in Our Privacy Policy, as this is found on Our Website from time to time.

14. Intellectual Property

14.1. All content included on Our Website and in Our Services, and the copyright and other intellectual property rights in that content, belongs to Us, unless specifically labelled otherwise. All content is protected by the applicable legislation of the Republic of Cyprus and international intellectual property laws and treaties.

15. Other Important Terms

- 15.1 We may transfer (assign) Our obligations and rights under Contract to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under Contract will not be affected and Our obligations under the Contract will be transferred to the third party who will remain bound by them.
- 15.2 You may not transfer (assign) Your obligations and rights under the Contract without Our express written permission.
- 15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of the Contract.
- 15.4 If any of the provisions of the Contract are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.
- 15.5 No failure or delay by Us in exercising any of Our rights under the Contract means that We have waived that right, and no waiver by Us of a breach of any provision of the Contract means that We will waive any subsequent breach of the same or any other provision.
- 15.6 The Contract constitutes the entire agreement between Us and You and supersede any and all preceding and contemporaneous agreements between Us and You.

16. **Governing Law and Jurisdiction**

- 16.1 The Contract, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the laws of the Republic of Cyprus.
- 16.2 As a consumer, You will benefit from any mandatory and implied provisions of the applicable laws in the Republic of Cyprus. Nothing in Sub-Clause 16.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between You and Us relating to the Contract, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of the Republic of Cyprus.

These terms and conditions were last updated on 18/08/2024.