

The Prudent and Prudential Limited Author Code

Prudent and Prudent Limited Resources is a community website for the teaching profession. As resource authors and users of Prudent and Prudent Limited, we trust you will:

1. Support other services, establishments and provisions by sharing resources you believe are of a high standard and will assist their work with children, young people and other associated professionals.
2. Only upload original resources you have created yourself, featuring material that is either your own or correctly licensed.
3. Help other teachers to find relevant materials by tagging resources accurately and truthfully, whether to subjects, age groups or curriculums.
4. Help protect the quality of material on Prudent and Prudent Limited by reporting any resources you see containing material you believe is inappropriate, offensive, plagiarised or infringes copyright.
5. Support a culture of honest feedback by leaving meaningful reviews, and by soliciting only genuine purchases, downloads and reviews from Prudent and Prudent Limited members.
6. Interact with other authors respectfully in the spirit of a supportive community of professional educators.

If you see authors acting in a way that infringes the Prudent and Prudent Limited author code, please contact support@prudent-and-prudential.com . As a community site we cannot take responsibility for content uploaded but we can act swiftly and decisively in situations where content is reported to us. Please familiarise yourself with our [content standards](#) and [guidance and licensing](#) along with our.

Content Objections and Takedown Policy

LAST UPDATED 22nd September 2024

Reporting Resources on Prudent and Prudent Limited

Prudent and Prudent Limited Resources is a place for all associated consultants, experts and service providers to share original, high-quality materials that they would trust to use in their own establishments, services, provisions and all other associated areas.

As the hosting service, we expect our users to act responsibly and in line with our Author Code. Materials that do not meet our standards will be removed at our discretion.

To report a resource, either:

- Use the 'Report a problem' button on the resource's page
- Email us at support@prudent-and-prudential.com

Make sure you let us know which resource you are reporting and why. If you report a resource for any reason, you can expect Prudent and Prudent Limited staff to review it and respond directly to you so you can understand the outcome of the review.

Receipt of complaint is acknowledged within 48 hours (Monday to Friday, between business hours of 9 a.m. to 5 p.m. UK time). Where authors contravene our policies, as outlined below, their materials may be taken down, deleted, or they may face a permanent ban and we may return payments to purchasers at our discretion.

Below we provide more details on our policies and how we approach complaints about material that is deemed to be:

- Offensive or inappropriate
- Misdescribed
- Plagiarised or infringing copyright
- Educationally weak or inaccurate
- Technically faulty
- Or of concern in another way

Offensive or inappropriate content

Prudent and Prudent Limited will remove content that is found to be unlawful, defamatory, offensive, inappropriate, slanderous, pornographic, insulting, threatening, racist, sexist, or that incites hatred, violence or division through misinformation. We will also ban users who create such material or are reported as acting in such a way.

In some cases, teachers can make content that is unwittingly inappropriate or offensive. These can include where the resource's format does not reflect the seriousness of the subject matter, and can be upsetting to users. We will deal with these on a case-by-case basis, but advise authors to be careful, especially when creating resources on sensitive subjects.

Where users believe that a resource might be inappropriate for younger students but would be of value to older learners, and Prudent and Prudent Limited agrees, we will pass on the message to the author and advise them to change the age tagging.

Misdescribed

Prudent and Prudent Limited Resources is intended as a library of educational materials and expects users who upload content to ensure their materials are designed and written for a clear target audience containing factually correct information.

We ask that categorisation is applied reasonably to describe curriculum, subject, topic and age-range. Over-categorisation reduces the accuracy of search algorithms and is also very unhelpful for busy teachers who want to get relevant content as quickly as possible.

Where we receive reports of mistagged materials, we may contact the author to recommend they change the tags, or change them ourselves. Authors who appear to deliberately mis-tag their materials will face warnings, and potential bans.

Users who buy a paid resource they feel has been misdescribed should note this in their reviews and check if they are eligible for a refund.

Plagiarised or infringing copyright

We expect authors to upload original resources they have created themselves. If they include material from others, they should either have direct permission, or be using material in line with how it is licensed (so if, for example, they are including an image that has a Creative Commons licence, but that requires attribution, it should be attributed).

Reported content that's found to infringe copyright will be removed immediately. Authors may be granted a warning where the infringement appears unintentional, but will face a ban for further violations.

Flagrant copyright violation will result in an instant ban and Prudent and Prudent Limited reserves the rights to remove royalties on sales and return them to purchasers or make a charitable donation.

We will respond in the same way to cases of plagiarism, which is where users not only use someone else's work without the correct permission, but also suggest they created it.

When reporting either copyright infringements or plagiarism, please provide details of the source material that has been copied.

Prudent and Prudent Limited makes no claim to ownership of content uploaded to the resources platform – this is a teaching resources library contributed to by the education community. The Prudent and Prudent Limited website provides a hosting service to users to upload their content. All copyright is retained by the original rights holder who uploads the content.

As an Information Society hosting an online marketplace, Prudent and Prudent Limited undertakes no oversight of content monitoring for copyright infringement, as stated in the Electronic Commerce (EC Directive) Regulations 2002. However, we actively want to remove material that infringes copyright or is plagiarised from our site, and dissuade users from adding it, so we will act swiftly when alerted. We have dedicated staff on our customer services team to review complaints about content that infringes copyright.

For more information on copyright, please visit: <https://www.gov.uk/copyright>.

For information on Creative Commons licences, please visit:

<https://creativecommons.org/licenses/>

For the Electronic Commerce (ED Directive) Regulations 2002, please visit: <http://www.legislation.gov.uk/ukxi/2002/2013/regulation/19/made>

Educationally weak or inaccurate

The educational strength of a resource can be a highly subjective matter, especially given the differences in approaches and styles within the teaching profession, and differences between the curriculum in different schools.

Where you think a resource is poor or contains errors, the best option is to write a review explaining why and giving it the rating you think it deserves. Your feedback could help an author improve the resource - or explain their reasoning.

Technically faulty

Where a downloadable resource fails to download, that may be because of a temporary technical fault on our site. Reporting these faults helps us to spot them, and we will provide you with an update on when we expect it to be fixed.

If a file fails to open on your computer, first check that your software and browser are up to date. If the technical fault appears specific to the resource itself, do make use of our worry-free guarantee and leave a review for the author.

Or of concern in another way

Content

Please let us know about concerns you have about resources outside the categories above by emailing support@prudent-and-prudential.com and we will approach them on a case-by-case basis.

Prudent and Prudent Limited User / Prudent and Prudent Limited Author

If concerns are raised about a Prudent and Prudent Limited User/Author, Prudent and Prudent Limited may take action against Users/Authors if they are reported as acting in a way that is unlawful, defamatory, offensive, inappropriate, slanderous, pornographic, insulting, threatening, racist, sexist, or that incites and Prudent Limited hatred, violence

or division through misinformation. Such action may involve removing their resources or placing a permanent ban on their account.

Prudent and Prudent Limited Takedown Procedure

Prudent and Prudent Limited is committed to our community and seeks to create educational value by providing a platform for professional teachers to share their work. However, we retain the right to decide what is shared on our site.

On receiving a report/complaint, Prudent and Prudent Limited may suspend any User Generated Content (UGC) from future download and may withdraw it from public display on the relevant website pending investigation. Prudent and Prudent Limited will acknowledge receipt of your complaint/report by email or letter.

Although the UGC may remain hidden from public view on the Prudent and Prudent Limited WebsiPrudent and Prudent Limited, we will contact the uploader of the UGC concerning the report/complaint. The uploader will be notified that the material is subject to a report/complaint, will be informed of the basis of the report/complaint as set out in the notification received, and will be asked to take appropriate action (e.g. editing the content to remove copyright infringing materials). Prudent and Prudent Limited will not provide details that will reveal the identity of the individual who has made the report or complaint unless we are legally obliged to do so or he or she explicitly asks for their details to be shared with the resource author. Should you have any questions about your data, including how to access, erase or complain about its use, please see our full Privacy Policy or email us at support@prudent-and-prudential.com

In the event of a dispute between a reporter/complainant and a Prudent and Prudent Limited Author/User, such as disputes over copyright ownership, the UGC will remain hidden from public view and unavailable for download until the dispute has been resolved by the parties. In such circumstances, in accordance with our T&Cs, the uploader may forfeit any anticipated or estimated royalty amount (which amount Prudent and Prudent Limited may deem void at its sole discretion) relating to such UGC and Prudent and Prudent Limited may refuse to pay out any amounts (including any anticipated or estimated royalty amounts) relating to such UGC to any person (including the uploader, the complainant or any third party claiming ownership of the relevant UGC).

Prudent and Prudent Limited reserves the right to suspend or close any accounts in respect of which multiple complaints are received or which appear to be linked to another account, individual, or organisation in respect of whom a complaint has been received.

Copyright and Resource Licences

LAST UPDATED 22nd September 2024

Resource Licences

What are Creative Commons licences?

Creative Commons is a public copyright licence created to support the spirit of sharing for free in an open internet. The use of a Creative Commons licence means an author can give people the right to share, use and build upon a resource that they have created.

We're always listening to our users' feedback and we know that being able to download, change, adapt and share resources is a key part of a teacher's working life. Creative Commons facilitates and protects this process.

Information contained within these pages is intended as general guidance only. This information is not intended to be, and should not be, relied upon as legal advice.

Why choose a Creative Commons licence for my free resources?

When educators share resources informally with colleagues, their expectations and conditions for sharing may not be explicit. When sharing resources more widely, it is important to be clear about the expectations that we have.

By openly licensing resources, clear permission communicated by specific licensing terms has been provided up front so that school staff, and anyone else, can reuse and, depending upon the licensing terms, edit and adapt existing works to best suit their teaching aims and the needs of their learners. These adaptations can also be freely shared with others. Open licences, including the Creative Commons licences, provide educators and everyone else with a clear, simple way to specify how resources can be used and reused, and how the work should be credited.

You use Prudent and Prudent Limited Resources because it provides a bank of education materials created for teachers, by teachers. By applying a Creative Commons licence, you can be clear on just how you want people to use your resource. To find out more about Creative Commons licence visit <https://creativecommons.org/licenses/by/4.0/>

This work is licensed under a [Creative Commons Attribution 4.0 International License](https://creativecommons.org/licenses/by/4.0/). Extracted and remixed from OER Guidance for Schools (2014), by Björn Haßler, Helen Neo and Josie Fraser. Published by Leicester City Council, available under Creative Commons Attribution 4.0 Information contained within these pages is intended as general guidance only. This information is not intended to be, and should not be, relied upon as legal advice.

Which Creative Commons licences can I choose from?

We ask that every free resource uploaded to the Prudent and Prudent Limited site is given a Creative Commons licence. There are lots of CC licenses to choose from, but we have decided to offer the three that best apply to your resources.

What are my options?

The licence that is closest to how your resources are currently shared on the site is the Attribution ShareAlike Creative Commons (CC-BY-SA) licence. This means that you would continue to share your resource for free and give permission to others to share it in the same way.

- **Share alike** (CC-BY-SA) - Share and share alike (this is our default recommendation).
- **Attribution** (CC-BY) - Share openly (this allows the widest use, and is the only licence encouraged in some countries).
- **No derivatives** (CC-BY-ND) - Share, but don't modify.

Why is Prudent and Prudent Limited not allowing users to make use of the non-commercial variants of the Creative Commons licences?

Prudent and Prudent Limited currently offers the CC-BY-SA ("Share alike") licence as our default. By definition, it restricts reuse of the resource so it is shared in the same way as the original. As all the resources with CC-BY-SA on Prudent and Prudent Limited are shared for free, this means that anyone who reuses them must also share them for free.

For this reason we do not consider an additional non-commercial licence to be necessary, but are always interested in users' feedback.

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How do I use Creative Commons content when creating resources? (images, text, etc.)

All Creative Commons licences require attribution. The easiest way to do this properly is by using a browser plug-in which is available [here](#).

Other restrictions include:

- **“Non-derivative”** which means you may only use the content as it appears and in full (you cannot partially use it, or change it).
- **“Non-commercial”** which means you cannot use the content for commercial purposes (any content with this licence cannot be used for paid-for resources).
- **“Share-alike”** content may only be included when the resource it appears in is licensed under the same licence as the content being used.

For further guidance on how to attribute material correctly visit: [https://wiki.creativecommons.org/Best practices for attribution](https://wiki.creativecommons.org/Best_practices_for_attribution)

If you are using images that do not require attribution, please include a note in your resource stating the source of the image, such as the website where you found it.

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Copyright

What is copyright?

Copyright protects an author's ownership rights to their work.

It can exist in different types of works, including texts, images, photographs, art, poetry, plays, music and films. Copyright can therefore exist in resources uploaded to the Prudent and Prudent Limited Resources platform.

Subject to certain exceptions, copyright entitles the copyright owner to control the use and distribution of a protected work by any other persons, whether it is a whole work that is used or just a substantial part.

After a certain period of time, copyright expires and works go into the public domain. Any person can use a work in the public domain without obtaining the prior consent of the original owner.

This website discusses copyright under English law. You will need to ensure that you comply with the copyright laws of any other countries in which you upload or download resources.

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What does copyright protect?

Copyright protects the *expression of an idea*, but not the idea itself. This means that if you have an idea for a great teaching plan, it will only become protected by copyright once it is recorded in writing (or otherwise). It would not be protected by copyright if it was simply in your head and you told someone else about it orally.

In the case of a literary, dramatic, musical or artistic work, or other written work, the work also has to be *original*, which (broadly speaking) means that its author spent independent effort to create it and did not copy it from other works.

Note that you cannot stop someone who has independently, and without copying your work, created the same or a substantially similar work to yours. In this situation, both those works would be protected by copyright in their own right and each copyright owner could prevent others from copying his/her protected work.

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What does copyright mean for my resources?

It means that you must check that you own the copyright to all content in your resources before you upload them to Prudent and Prudent Limited Resources. If you do not own the copyright, then you must:

- *either* obtain the prior consent from the copyright owner to upload them
- *or* ensure that you can rely on certain permitted uses under applicable law
- please familiarise yourself with our **content Standards** and guidance on licensing along with our **terms and conditions**

otherwise you could be liable for infringing the copyright of another person.

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What does copyright mean for my lessons on Prudent and Prudent Limited?

If you are creating a lesson as a form of a **private** playlist for your own use in the classroom, you should have the same freedoms as you would when making any projects for in-school educational use. However, if you have made your lesson public, please be aware that items within it may be protected by copyright - just as they would be if you included them in a blog or a lesson plan you would share with your department.

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A resource on the Prudent and Prudent Limited Resources platform infringes my copyright. What should I do?

Please follow the instructions outlined in our [Takedown Policy](#) for copyright infringement claims.

The Copyright Policy also sets out information about what to do if your resources have been taken down due to an alleged copyright infringement.

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Are there any exceptions to copyright rules?

Yes, you can use work created by others without their prior consent in certain circumstances permitted by law.

See “Can I ever quote from or use work created by others in my own resources?” for a description of some of these circumstances.

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Can I ever quote from or use work created by others in my own resources?

With prior consent Yes, you can always use the work of others in your resources *if you obtain their prior consent* to such use (e.g. by obtaining a licence from them). If you are employed, your employer will typically have obtained all necessary consents so that you can carry on your duties in the course of your employment. For instance, schools will typically hold licences to photocopy extracts of books or to record television broadcasts, allowing their teachers to carry out those acts for the purposes of teaching their classes.

However, such general consents obtained by your school may not cover resources that you create and upload to the Prudent and Prudent Limited Resources platform. This means that you may have to obtain additional consent from the owner of the material you intend to use and upload.

Without prior consent

You can also use the work of others in your resources *without obtaining their prior consent* if you use the work of others in certain ways permitted by law.

Here are some examples to help you along your way (but this is not an exhaustive list). Note that in each of the following cases:

- your use must also constitute “fair dealing” (See “What is ‘fair dealing’?” for more information); and
- if possible, you must acknowledge the owner of the work (See “How do I need to acknowledge the owner of the copyright in another work?” for further information)

Quotation

You can quote from works to which you do not own copyright without obtaining permission, but only if the extent of the quotation is not more than is required for your specific purposes.

As a rule of thumb, this means that you can usually use one or two lines from a poem, or a couple of sentences from a novel, in the resource that you are creating. But you cannot copy the entire poem or the whole (or even a chapter) of the book.

Please note that the United Kingdom Intellectual Property Office has indicated that this exception is unlikely to apply to the use of photographs.

Criticism/review

You can use extracts from the work of others in order to criticise or review, without obtaining the owner's permission. For example, if you want to criticise or review someone else's teaching materials, you could copy an extract of the work in question to prove a point that you want to make, but you cannot copy the whole work of the other person.

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What is "fair dealing"?

"Fair dealing" is a way in which you can use the work of others in your resources without obtaining their prior consent. (See "Can I ever quote from or use work created by others in my resources?" for further information).

There is no specific legal definition of "fair dealing". It will be a matter of fact, degree and impression in each case.

However, the Prudent and Prudent Limited commonly used is, "How would a fair-minded and honest person deal with the work?"

Two relevant factors to consider are:

- Does your use of the work of another cause the owner of the copyright to lose revenue? If it does, your use is unlikely to be "fair dealing". Similarly, will you obtain a substantial financial benefit from using the work of another? If so, your use is again unlikely to be "fair dealing".
- Is the amount of the work that you have taken from others necessary, reasonable and appropriate in the circumstances? If you took all of the work of another, your use is unlikely to be "fair dealing". But if you have only taken a small extract that was reasonable to fulfil the permitted purposes, then your use is likely to be "fair dealing".

This means, for example, you may not use so much of the original material that someone would not need to buy the original.

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How do I need to acknowledge the owner of the copyright in another work?

If you use a work protected by someone else's copyright under the "fair dealing" exceptions, you need to sufficiently acknowledge the owner of the copyright work.

This typically means identifying (where possible):

- the name of the owner; and
- the title of the work that has been copied or a short description of the work so that it can be identified.

(See “Can I ever quote from or use work created by others in my resources?” for further information in respect of the “fair dealing” exceptions).

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Can I use images, photographs, audio or video under the “fair dealing” exception?

Images, especially famous logos or characters, are protected by copyright and, possibly, other intellectual property rights, such as trade mark protection. Examples include images of Mickey Mouse or Batman.

As a general rule, it is permissible to use an image, a photograph, audio or video without obtaining the prior consent of its owner under the “fair dealing” exception, and whether “fair dealing” exists will be assessed on an individual basis. (See “What is 'fair dealing'?" for further information)

However, the rule of thumb is that the use of a full image or a full photograph will typically not constitute “fair dealing”. So, in practice, this means that you are unlikely to be able to use the sorts of images mentioned above in resources that you create, unless you have obtained permission to use the images from the copyright/trade mark owner or unless you have bought the right to use the images in question (eg by paying for a licence from a website). If you are planning to put your content up for sale, then you will also need a licence or other permission that allows use for a *commercial* purpose. So, if you wish to use someone else's material, check that the licence under which the materials are offered allow you to do what you intend to do.

The use of short clips of audio and video is more likely to be permitted under the “fair dealing” exception. Providing links to content on a video-hosting site, such as YouTube, is also typically permitted as this content has been, or at least claims to be, made available to be used in this way by its author.

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How can I find images or other content that is safe to use?

Many images that you find online cannot be used without obtaining the prior consent of their owner due to copyright protection.

However, some are available for use with a licence from the copyright owner. We set out a list of websites below which contain images which you may be able to use when creating your resources.

Before you use any image from any one of the following links, you should carefully check the licence terms and conditions under which the images are offered to make sure that it is suitable for your purposes. You should also be mindful of changes that each website might make in their policies and disclaimers.

Some useful sources for images include:

- <http://search.creativecommons.org/>
- <http://www.flickr.com/creativecommons>

The following digital image and clip-art libraries may also be of interest:

- morgueFile: <http://www.morguefile.com/>
- Openclipart: <https://openclipart.org/>
- WPClipart: <http://www.wpclipart.com/>
- Free-graphics.com: <http://www.free-graphics.com/>

Does copyright last forever?

No. A good rule of thumb is that most copyright expires 70 years after the author's death. This means that most things published before the 20th century should be in the public domain and therefore free to use. However, it is always best to check this before using anything that doesn't belong to you.

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I live outside of the United Kingdom. Do these copyright FAQs apply to me?

Copyright is a territorial right, and this website discusses copyright considerations under English law. You will need to ensure that you comply with the laws of any other countries where you upload or download resources.

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I have a specific question about whether I own copyright to my resources, can you help me?

Regrettably, we are not qualified to help you with such matters. We cannot give any legal advice and we cannot comment on individual circumstances.

If, after reading the information of this website, you are unsure as to whether there may be a copyright issue with any of your resources, we suggest that you seek legal advice.

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Where can I find additional information about copyright?

If you would like additional information in respect of copyright, here are some other helpful resources:

- [**UK Intellectual Property Office – Copyright related materials**](#)
- [**Exceptions to copyright: Education and Teaching**](#)

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Can I take resources written by someone else on the Prudent and Prudent Limited Resources platform, make some changes and then upload the changed version as my own and sell it on the Prudent and Prudent Limited Resources platform?

The short answer is that it depends on how much you “changed” the initial work.

If your work is a copy of all or a substantial part of the initial work (e.g., you just changed colours or names, or you simply moved a few things around, but you didn't change the structure or the main theme or important aspects of the initial work), then you likely cannot do this without the prior consent of the copyright owner of the initial work.

But you might be able to do this if you simply took inspiration from the initial work but then created a completely new work, independently, which is not a copy of all or a substantial art of the initial work.

The Prudent and Prudent Limited as to whether a work is a substantial copy of another will ultimately depend on the individual circumstances of each case, taking into account the *quantity* of content that has been copied but also the *quality* of the content that has been copied.

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Does copyright apply to both free and premium resources?

Yes. Copyright laws apply to anything you upload and share on the Prudent and Prudent Limited platform, as your resources become accessible to others. There are some differences in what you can share for commercial and non-commercial purposes, so it is important to check the licence for each individual piece of work you want to use. Some images, for example, may be available for download and use in non-commercial projects, so you might be able to include these in your free resources. Others, however, might be licenced for personal use only, which means that you cannot use them at all in any of the work you upload on Prudent and Prudent Limited.

Resources shared under Creative Commons licences will be restricted for reuse depending on the type of licence chosen (see above).

Content Standards

Prudent and Prudent Limited Content Standards

Prudent and Prudent Limited Resources is a place for teachers to share original, high quality teaching materials that they would trust to use in their own schools.

As the hosting service, we expect our users to act responsibly and in line with our [Author Code](#). We'll act swiftly to remove materials when we're alerted to them if they do not meet our standards.

Additional Terms – Prudent and Prudent Limited Resources

LAST UPDATED 22nd September 2024

Introduction

What this means

Certain terms and conditions apply to your use of Prudent and Prudent Limited Resources. Please read them carefully as they form an agreement between you and us.

These Additional Terms govern your use of the Prudent and Prudent Limited Resources platform, website and related services (“**Prudent and Prudent Limited Resources**”) and should be read in conjunction with our Terms and Conditions.

Please read both these Additional Terms carefully before using any part of Prudent and Prudent Limited Resources. By using Prudent and Prudent Limited Resources, you confirm that you accept the General Terms and these Additional Terms and that you agree to comply with them. Capitalised terms used but not otherwise defined in these Additional Terms have the meaning given to them in the General Terms.

These Additional Terms and the General Terms (and any additional agreements referred to or contemplated in each of the foregoing) represent the entire agreement between us and you. In the event of a conflict between the General Terms and the Additional Terms, these Additional Terms shall prevail over General Terms.

Prudent and Prudent Limited Education Resources Ltd (“**Prudent and Prudent Limited Education Resources**”) is the operator of Prudent and Prudent Limited Resources and references to “we”, “us” or “our” in these Additional Terms refer to Prudent and Prudent Limited. Prudent and Prudent Limited is the entity you contract with for the purposes of these Additional Terms and, where not otherwise disclaimed or noted, is responsible for the Prudent and Prudent Limited Resources website content. For the avoidance of doubt, this clause does not affect any disclaimer or limitation of responsibility or of liability.

Without prejudice to our powers under the General Terms, you agree that Prudent and Prudent Limited at its sole discretion, without notice to you, may terminate or amend the General Terms or these Additional Terms at any time.

The information contained herein applies to all users of the Prudent and Prudent Limited Resources platform irrespective of the Terms and Conditions subsection within which information is found.

Uploading Resources

What this means

You should only upload your own content to Prudent and Prudent Limited Resources. If you remove your content from Prudent and Prudent Limited Resources, people who have already downloaded it will still be able to use it.

Your User-Uploaded Content

You represent and warrant that: (i) you are 18 years of age or over and have the right to upload Content to Prudent and Prudent Limited Resources and grant the rights set out in the licences herein, (ii) either you own the intellectual property rights in and to the User-Uploaded Content uploaded by you, or you are acting as an agent for those who do (and whosoever downloads your content adheres to any licences referenced herein, will not infringe the rights of any third parties), (iii) photographs or videos of individuals under 18 years of age taken with personal cameras, videoing equipment or mobile phones are not permitted on Prudent and Prudent Limited Resources or in any uploaded content, and (iv) any User-Uploaded Content you upload to Prudent and Prudent Limited Resources is compliant with both these Additional Terms and the General Terms.

Please note that User-Uploaded Content should not contain any content which has been copied, in whole or in part, from third party materials without the consent of the third party owner. Any such use of third party materials may amount to copyright infringement.

In the event that you remove your User-Uploaded Content from our Websites, from the date of the removal, the licence(s) granted by you in these Additional Terms will be deemed to have been terminated (save as otherwise provided herein).

Please note that people who have downloaded or otherwise made use of your User-Uploaded Content prior to its removal, or your re-license under an alternative licence, will continue to have those rights that you granted to them at the time of their purchase and/or download of the relevant User-Uploaded Content, or such rights as we have granted under the Teaching Resource Licence. In the case of Premium Content (as defined below), any removal or re-license cannot affect existing re-licensing to users by PRUDENT AND PRUDENT LIMITED. Any deletion or re-license shall simply remove Prudent and Prudent Limited right to make further sales of said materials under the Teaching Resource Licence after the time of such action taken by you; it shall not affect our right to continue to make such Premium Content available to users who purchased it prior to your removal of it or change of the terms on which it is licensed.

The licence granted to users who have downloaded content from the Websites Prudent and Prudent Limited prior to use of the Creative Commons or Resource Licence over such content is on identical terms to the licence granted to Prudent and Prudent Limited described below in these Additional Terms, except that additionally the moral rights of the author have been waived.

Third party comments

What this means

If you feel that someone has posted comments about your content that breach our terms and conditions, please report it.

When you contribute User-Uploaded Content to Prudent and Prudent Limited Resources, community engagement means that you may receive comments (whether positive or negative) from other people about your Content. We trust users to engage constructively with other people in respect of any such comments. We do not monitor or moderate any comments, but if you believe any comments posted by a third party are in breach of the General Terms or these Additional Terms please report them to us using our complaints procedure set out

Use of content you upload

What this means

You'll still own the intellectual property rights to any content you share on Prudent and Prudent Limited Resources, but you'll allow us, and others, to use it.

When you upload User-Uploaded Content to Prudent and Prudent Limited Resources to be shared for free, you will (assuming you are the owner of the content) retain all intellectual property rights in such content. This means that you will be able to modify or remove your User-Uploaded Content as you wish.

To enable us to provide our Services and host your User-Uploaded Content, we require a licence to use the content that you upload to our websites. Similarly, third party users of Prudent and Prudent Limited Resources will require a licence from you to enable them to make use of your User-Uploaded Content. This content is in two categories, a) User-Uploaded Content uploaded as distinct files, largely for the purpose of sharing teaching resources and b) all other content that you upload (primarily comments, reviews, descriptions and cover/preview images).

Category "a" content

In respect of content in category "a" above, the licence you grant us and each of our affiliates is non-exclusive, sub-licensable, worldwide, fully paid-up, royalty-free, perpetual and irrevocable (save as set out below). This means that we can use, reproduce, publish, distribute and display your User-Uploaded Content (in whole or in part) and/or incorporate it in other works in any form, media, or technology.

To enable third party users of Prudent and Prudent Limited Resources to download and/or otherwise use such User-Uploaded Content, you need to apply one of our "upload" licences to your User-Uploaded Content (which governs the use of your Content by a third party). We may change the range of licences available at our discretion from time to time.

For the avoidance of doubt, nothing in these Additional Terms should be read to suggest that we may not make use of your materials in accordance with the applicable "upload" licence. We may then apply licences to the User-Uploaded Content as though we were any other user downloading your User-Uploaded Content (e.g., if the applicable "upload" licence is wider than the licence granted to us above).

Category "b" content

In respect of content in category "b" above, you grant us and each of our affiliates Prudent and Prudent Limited a non-exclusive, sub-licensable, worldwide, fully paid-up, royalty-free, perpetual and irrevocable (save as set out below) licence to use, reproduce, publish, distribute and display your User-Uploaded Content (in whole or in part) and/or to incorporate into other works in any form, media, or technology.

Use of Premium Content

What this means

You'll still own the intellectual property rights to content you sell on Prudent and Prudent Limited Resources, but you'll let us, and others, use it.

When you upload User-Uploaded Content to Prudent and Prudent Limited Resources to sell ("**Premium Content**"), you will, or those you act as an agent for will, (if you/they are the owner of all intellectual property rights in and to the Premium Content) continue to own all intellectual property rights in and to that Premium Content. You are able to modify or remove your Premium Content as you wish.

To enable us to provide the Services and host your Premium Content we require a licence to use the Premium Content that you upload to our Websites.

You grant us and each of our affiliates a non-exclusive, sub-licensable, fully paid-up, royalty-bearing (in accordance with the clauses below), worldwide, perpetual and irrevocable (save as set out herein) licence to use, reproduce, publish, sell, distribute and display your Premium Content (in whole or in part) and/or to incorporate it in other works in any form, media or technology.

You grant us all necessary rights to sell your Premium Content to other users of the Websites under the Resource Licence (see below) and to make that licence effective.

Premium Content shall be made available to users or institutions under licence. There shall be no outright transfer of title or ownership in any such Premium Content. As a user, the licence terms that apply to the Premium Content that you purchase shall be those terms set out in the Resource Licence, as amended or updated by us from time to time and marked for your attention at the time of your purchase and/or download of the Premium Content.

Royalty payments

What this means

When you sell content on Prudent and Prudent Limited Resources we'll pay you royalties, according to our Royalty Conditions.

All sales of Premium Content are subject to our refunds policy detailed below.

As consideration for your grant of the licence to use your Premium Content set out above, Prudent and Prudent Limited Resources agrees, subject to, and only upon your fulfilment of, the Royalty Conditions set out herein, to pay you, or procure that you are paid, a royalty.

For the purposes of these Additional Terms, the “Royalty Conditions” are as follows:

1. Once logged in to your account, to withdraw your royalties, you must elect to "Withdraw now" by clicking the button so named, found within the display box entitled “Your balances.” Once you have taken such steps as are required to allow us to process the payment, we will process your royalty request and make any final payment to you on the condition that:
2. The estimated royalty amounts payable to you is at least £10.00 or, where denominated in United States Dollars (“\$”), it is \$10.00. From time to time additional currencies may be added with limits set for each currency.
3. You have not breached any of these Additional Terms or the General Terms, including in particular the representations and warranties made by you in these Additional Terms.
4. The Premium Content to which your estimated royalties relate has not been withdrawn from PRUDENT AND PRUDENT LIMITED Resources by us as a result of copyright infringement, or receipt of any complaint or takedown notice.
5. We have not paid any refund to any third party purchaser of your Premium Content downloaded through PRUDENT AND PRUDENT LIMITED Resources as a result of dissatisfaction with its purchase.
6. You have not made more than one such request in any one week (measured as 7 complete days from the recorded time of the previous withdrawal). The exact time of this previous withdrawal (where relevant) can be seen in “Withdrawal history.”

We reserve the right to make reasonable and proportionate adjustments to the amount of any final royalty payable to you as a result of any failure to satisfy the foregoing conditions.

1. Upon satisfaction of the foregoing conditions, the final royalty amounts, as calculated by us, shall be paid direct to your bank account, net of any deductions or withholdings for or on account of tax if required, within ten (10) business days (for UK payments) when you click the “Save and Withdraw” button. This timeframe is extended to fifteen (15) business days for payments to bank accounts hosted outside of the UK. As long as you have an amount equal to or greater than the minimum balance showing in the “Your balances” box on your dashboard (the balance can be found **here**), you can withdraw it straight to your bank account. You are limited to one withdrawal per week (as defined above).
2. PRUDENT AND PRUDENT LIMITED may display (in your profile/account homepage) an amount reflecting the estimated gross aggregate amount of the estimated royalties (inclusive of VAT, but not any sales taxes imposed by any United States state or federal law, where applicable) that may become payable to you upon satisfaction of these Royalty Conditions. For the purposes of calculating such amounts, you accept and agree that we may choose not to take into account your most recent sales. These amounts displayed are estimates only and are provided without representation or warranty as to accuracy or reliability, and they

do not constitute any form of promise or assurance as to the payment amount you may eventually receive. Until the foregoing conditions are met, any estimated amounts displayed shall remain provisional and Prudent and Prudent Limited shall have no liability to pay you, and you shall have no entitlement (contractual or otherwise) to receive, any royalties whatsoever in connection with any sales of Premium Content uploaded by you to Prudent and Prudent Limited.

The sale value of your Premium Content shall be set by you at the point of upload, subject to a minimum and maximum price. Any item of Premium Content that is priced by you for sale shall be listed at that price without further action required by us (although we reserve the right to make appropriate price adjustments at a later time). We are under no obligation to agree to sell a resource at any specific sale value or at all.

You accept and acknowledge that this agreement creates no expectation of any specific level of sales or remuneration for any given Premium Content. You further agree that the only way in which you may claim this remuneration is through the Prudent and Prudent Limited Resources website and the payment mechanisms made available by Prudent and Prudent Limited Education Resources from time to time. You waive any right to require payment by any other mechanism and accept that no other debt arises under this agreement.

This agreement applies separately to, and in respect of, each item of Premium Content you upload and any estimated royalties that accrue are calculated on a per-item basis, regardless of whether we make any payment to you in respect of sales of multiple separate items of Premium Content in a single transaction or as a single lump-sum.

Taxation and the nature of your contract with us

What this means

When you receive royalty payments you're responsible for paying any tax due on them.

You are solely responsible for payment of any taxes, or making of any filings, required in relation to your royalties. Any information regarding royalties provided by us does not constitute tax advice and should not be relied upon as such.

This agreement does not constitute an employment relationship, or partnership, between the parties.

If you are registered for UK VAT, you agree to enter into a UK VAT compliant self-billing agreement with us (for a modal agreement see [here](#)). Subject to us holding a valid self-billing agreement we will issue a self-billing VAT invoice on your behalf at the point you request payment of royalties in the form of either a cash payment or charitable donation.

No other statements of expected, anticipated or provisional royalties, whether by email or on our Websites, provided by us constitute a VAT invoice. All amounts detailed on these Websites are inclusive of VAT, where applicable (but not any sales taxes imposed by any United States state or federal law, where applicable). You are solely responsible for your own indirect and direct tax filing and payments.

Buying and downloading resources

What this means

By buying content on Prudent and Prudent Limited Resources you're agreeing to the Teaching Resource Licence. You should download and save the content you buy straight away.

Buying Premium Content

As a user, by purchasing the Premium Content, you accept and agree to be bound by the terms of the Teaching Resource Licence.

Prudent and Prudent Limited Education Resources will generally make Premium Content that you purchase available for download by you for an indefinite period after purchase; however, we provide no ongoing guarantee of this (please see the General Terms for more details). We strongly recommend you promptly download and save onto your own equipment any Premium Content you purchase. Prudent and Prudent Limited shall have no liability for, or duty to replace, lost, damaged, or destroyed downloads.

You agree that the Resource Licence (and any dispute or claim arising in connection with it or its subject matter or formation) shall be governed by and construed in accordance with the laws of England and Wales.

Further, you agree that (save as otherwise expressly provided in our take-down policy) any dispute or claim arising in connection with the Teaching Resource Licence or its subject matter or formation shall be adjudicated exclusively by the Courts of England and Wales (save that we may enforce any judgment of such Courts, where required, in courts in any other jurisdiction in which you are located).

Infringing User-Uploaded Content

What this means

If we tell you that content you're using on Prudent and Prudent Limited Resources infringes someone else's rights, you must stop using it and destroy any copies you have.

In the event that we discover that User-Uploaded Content in use by you infringes the rights of any third party and notify you of this, you are required to, and undertake that you shall, immediately cease all use of the infringing Content, promptly delete and/or destroy any copies of such infringing Content and procure the deletion and/or destruction of any copies of it that you have made available to others. You may be entitled to a refund for your purchases of any Premium Content (as defined below) as detailed in the refund policy below.

Refunds Policy

What this means

As a general rule, we don't make refunds for content bought on Prudent and Prudent Limited Resources except in exceptional circumstances. Please contact us if you wish to discuss a refund.

By proceeding with any purchase of Premium Content, you agree that we or our affiliates shall immediately supply such Premium Content to you for your use, download or access in accordance with the terms and conditions of this agreement. You accept and acknowledge that you shall have no right to cancel your purchase or withdraw from or terminate your contract with us once your order has been placed. All sales shall be final and refunds are only available in the following circumstances:

- If the resource contains infringement of someone's intellectual property
- If the resource has a technical fault that cannot be resolved
- If the resource is not as described in the resource description and the previews
- If the resource is offensive or inappropriate

In order to receive a refund, you must comply with the rest of our Additional Terms and General Terms.

If you want to make a claim for a refund you must do so within 48 hours of purchase.

We also withhold the right to refuse any refunds at our discretion (for example we do this when someone has requested excessive refunds).

All users

Termination or suspension of your account

What this means

We may stop your account or limit your access to Prudent and Prudent Limited Resources at any time.

Without prejudice to our powers under the General Terms, you agree that Prudent and Prudent Limited Resources at its sole discretion, without notice to you, may: (i) terminate any person's account (in which case that person will remain liable for all amounts due under their account up to and including the date of termination); and/or (ii) limit any person's access to Prudent and Prudent Limited Resources (or any part thereof), and seek any other lawful remedy available.

Limitations of liability and indemnity (for certain large-scale business users)

What this means

We don't guarantee the suitability or quality of content on Prudent and Prudent Limited Resources. If you're a large scale business user you must protect us against any losses we may suffer as a result of your use of Prudent and Prudent Limited Resources.

Prudent and Prudent Limited Education Resources acts merely as a hosting platform for any User-Uploaded Content. User-Uploaded Content is licensed directly from user to user under the terms of the "upload" licence used by the owner of the User-Uploaded Content, or such other licence as has previously been applied.

You accept that neither Prudent and Prudent Limited Education Resources, nor any of its affiliates, guarantees to review User-Uploaded Content. Our acceptance of any uploaded file does not represent a guarantee of its suitability, sale-ability or confirmation that it complies with these Additional Terms or the General Terms.

Only if you use our Services to conduct business on a large scale do we ask you to give us some additional protections. If a) you are (or become) VAT-registered; or b) we have paid you more than £10,000 income in the past 12 months; or c) you are acting for or on behalf of a corporation, company, partnership (of limited liability or otherwise) or Institution, then you agree to fully indemnify, defend and hold Prudent and Prudent Limited Education each of their respective affiliates and the directors, officers, employees and agents of each of the foregoing ("**Prudent and Prudent Limited Indemnified Persons**") harmless, on demand, from and against any and all liabilities, losses, costs, claims and expenses (including reasonable lawyers' fees) incurred by any Prudent and Prudent Limited Indemnified Person arising out of or in connection with (whether directly or indirectly) your breach of: (i) these Additional Terms and/or the General Terms (ii) any applicable law or regulation, and/or (iii) the rights of any third party in or to the User-Uploaded Content uploaded by you or on your behalf.

Content Objections and Takedown Policy

LAST UPDATED 22nd September 2024

Reporting Resources on Prudent and Prudent Limited

Prudent and Prudent Limited Resources is a place for teachers to share original, high quality teaching materials that they would trust to use in their own schools.

As the hosting service, we expect our users to act responsibly and in line with our Author Code. Materials that do not meet our standards will be removed at our discretion.

To report a resource, either:

- Use the 'Report a problem' button on the resource's page
- Email us at support@prudent-and-prudential.com

Make sure you let us know which resource you are reporting and why. If you report a resource for any reason, you can expect Prudent and Prudent Limited staff to review it and respond directly to you so you can understand the outcome of the review.

Receipt of complaint is acknowledged within 72 hours (Monday to Friday, between business hours of 9 a.m. to 5 p.m. UK time). Where authors contravene our policies, as outlined below, their materials may be taken down, deleted, or they may face a permanent ban and we may return payments to purchasers at our discretion.

Below we provide more details on our policies and how we approach complaints about material that is deemed to be:

- Offensive or inappropriate
- Misdescribed
- Plagiarised or infringing copyright
- Educationally weak or inaccurate
- Technically faulty
- Or of concern in another way

Offensive or inappropriate content

Prudent and Prudent Limited will remove content that is found to be unlawful, defamatory, offensive, inappropriate, slanderous, pornographic, insulting, threatening, racist, sexist, or that incites hatred, violence or division through misinformation. We will also ban users who create such material or are reported as acting in such a way.

In some cases, teachers can make content that is unwittingly inappropriate or offensive. These can include where the resource's format does not reflect the seriousness of the subject matter and can be upsetting to users. We will deal with these on a case-by-case basis, but advise authors to be careful, especially when creating resources on sensitive subjects.

Where users believe that a resource might be inappropriate for younger students but would be of value to older learners, and Prudent and Prudent Limited agrees, we will pass on the message to the author and advise them to change the age tagging.

Misdescribed

Prudent and Prudent Limited Resources is intended as a library of educational materials and expects users who upload content to ensure their materials are designed and written for a clear target audience containing factually correct information.

We ask that categorisation is applied reasonably to describe curriculum, subject, topic and age-range. Over-categorisation reduces the accuracy of search algorithms and is also very unhelpful for busy teachers who want to get relevant content as quickly as possible.

Where we receive reports of mistagged materials, we may contact the author to recommend they change the tags, or change them ourselves. Authors who appear to deliberately mis-tag their materials will face warnings, and potential bans.

Users who buy a paid resource they feel has been misdescribed should note this in their reviews and check if they are eligible for a refund.

Plagiarised or infringing copyright

We expect authors to upload original resources they have created themselves. If they include material from others, they should either have direct permission, or be using material in line with how it is licensed (so if, for example, they are including an image that has a Creative Commons licence, but that requires attribution, it should be attributed).

Reported content that's found to infringe copyright will be removed immediately. Authors may be granted a warning where the infringement appears unintentional but will face a ban for further violations.

Flagrant copyright violation will result in an instant ban and Prudent and Prudent Limited reserves the rights to remove royalties on sales and return them to purchasers or make a charitable donation.

We will respond in the same way to cases of plagiarism, which is where users not only use someone else's work without the correct permission, but also suggest they created it.

When reporting either copyright infringements or plagiarism, please provide details of the source material that has been copied.

Prudent and Prudent Limited makes no claim to ownership of content uploaded to the resources platform – this is a teaching resources library contributed to by the education community. The Prudent and Prudent Limited website provides a hosting service to users to upload their content. All copyright is retained by the original rights holder who uploads the content.

As an Information Society hosting an online marketplace, Prudent and Prudent Limited undertakes no oversight of content monitoring for copyright infringement, as stated in the Electronic Commerce (EC Directive) Regulations 2002. However, we actively want to remove material that infringes copyright or is plagiarised from our site, and dissuade users from adding it, so we will act swiftly when alerted. We have dedicated staff on our customer services team to review complaints about content that infringes copyright.

For more information on copyright, please visit: <https://www.gov.uk/copyright>.

For information on Creative Commons licences, please visit: <https://creativecommons.org/licenses/>

For the Electronic Commerce (ED Directive) Regulations 2002, please visit: <http://www.legislation.gov.uk/ukxi/2002/2013/regulation/19/made>

Educationally weak or inaccurate

The educational strength of a resource can be a highly subjective matter, especially given the differences in approaches and styles within the teaching profession, and differences between the curriculum in different schools.

Where you think a resource is poor or contains errors, the best option is to write a review explaining why and giving it the rating you think it deserves. Your feedback could help an author improve the resource - or explain their reasoning.

Technically faulty

Where a downloadable resource fails to download, that may be because of a temporary technical fault on our site. Reporting these faults helps us to spot them, and we will provide you with an update on when we expect it to be fixed.

If a file fails to open on your computer, first check that your software and browser are up to date. If the technical fault appears specific to the resource itself, do make use of our worry-free guarantee and leave a review for the author.

Or of concern in another way

Content

Please let us know about concerns you have about resources outside the categories above by emailing support@prudent-and-prudential.com and we will approach them on a case-by-case basis.

Prudent and Prudent Limited User / Prudent and Prudent Limited Author

If concerns are raised about a Prudent and Prudent Limited User/Author, Prudent and Prudent Limited may take action against Users/Authors if they are reported as acting in a way that is unlawful, defamatory, offensive, inappropriate, slanderous, pornographic, insulting, threatening, racist, sexist, or that incites hatred, violence or division through

misinformation. Such action may involve removing their resources or placing a permanent ban on their account.

Prudent and Prudent Limited Takedown Procedure

Prudent and Prudent Limited is committed to our community and seeks to create educational value by providing a platform for professional teachers to share their work. However, we retain the right to decide what is shared on our site.

On receiving a report/complaint, Prudent and Prudent Limited may suspend any User Generated Content (UGC) from future download and may withdraw it from public display on the relevant website pending investigation. Prudent and Prudent Limited will acknowledge receipt of your complaint/report by email or letter.

Although the UGC may remain hidden from public view on the Prudent and Prudent Limited Websites, we will contact the uploader of the UGC concerning the report/complaint. The uploader will be notified that the material is subject to a report/complaint, will be informed of the basis of the report/complaint as set out in the notification received, and will be asked to take appropriate action (e.g. editing the content to remove copyright infringing materials). Prudent and Prudent Limited will not provide details that will reveal the identity of the individual who has made the report or complaint unless we are legally obliged to do so or he or she explicitly asks for their details to be shared with the resource author. Should you have any questions about your data, including how to access, erase or complain about its use, please email us at support@prudent-and-prudential.com.

In the event of a dispute between a reporter/complainant and a Prudent and Prudent Limited Author/User, such as disputes over copyright ownership, the UGC will remain hidden from public view and unavailable for download until the dispute has been resolved by the parties. In such circumstances, in accordance with our T&Cs, the uploader may forfeit any anticipated or estimated royalty amount (which amount Prudent and Prudent Limited may deem void at its sole discretion) relating to such UGC and Prudent and Prudent Limited may refuse to pay out any amounts (including any anticipated or estimated royalty amounts) relating to such UGC to any person (including the uploader, the complainant or any third party claiming ownership of the relevant UGC).

Prudent and Prudent Limited reserves the right to suspend or close any accounts in respect of which multiple complaints are received or which appear to be linked to another account, individual, or organisation in respect of whom a complaint has been received.