

SPELLING BEATS CIC

TERMS OF PURCHASE

1 INTRODUCTION

- 1.1. These Terms of Purchase cover your purchase of subscriptions and branded Spelling Beats Merchandise, (the Subscriptions and the Merchandise together, the “Products”).
- 1.2. Please read these Terms of Purchase carefully and confirm that you accept them, before you submit any product order, as these will apply to your orders and give you important information about them.
- 1.3. By purchasing our Products, you confirm that you accept these **Terms of Purchase, Terms of Website Use** and **Privacy Policy** and agree to comply with them.

2 PRODUCTS

2. 1 Subscriptions

- a) When you: a) agree to the **Terms of Purchase, Terms of Website Use** and **Privacy Policy**; and b) make payment for a subscription; a contract for the provision of your chosen level of subscription is made between us (the “Contract”) and you (the “Consumer”)
- b) After choosing the level of subscription you wish to purchase, Users can access this subscription for the 12 month subscription period.
- c) In order to access and use Spelling Beats, all Users must have a valid subscription. All access and use of Spelling Beats is strictly limited to the User's subscription period.
- d) Subscriptions to Spelling Beats are for non-commercial use only.
- e) Subscriptions are not transferable.
- f) Unless agreed with us in advance, each school must have their own separate subscription to Spelling Beats CIC, and subscriptions cannot be shared by multiple schools, whether within the same ownership, academy trust, federation or otherwise. If a school is found to be sharing its subscription to Spelling Beats CIC, with any other school without our prior permission, its account may be immediately terminated by us.
- g) We reserve the right to temporarily suspend and/or cancel unpaid subscriptions.
- h) Once a subscription is taken out by a school or organisation, no refunds will be offered except in the event the products are faulty and cannot be

repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

- i) Users of the Site are liable for their own internet usage and mobile device charges. It is the responsibility of users to ensure their computers, mobile devices and internet access is sufficient to access Spelling Beats.
- j) Any User found to be intentionally misusing the Site (e.g. hacking or sending fraudulent results) will have their subscriptions revoked without refund. Users are not to use rude or inappropriate words as part of their user names or passwords.
- k) We shall supply your Subscription to you until it expires, or you end the contract.

2.2 SUBSCRIPTION PAYMENT

- a) When placing an order, you confirm that the form of payment used to make payment to us is yours (the school/organisations) and that you have authority to place the order.
- b) You authorise us and our third-party payment providers to take payment and/or to charge your payment card for the relevant amounts and at the relevant times. Process of the product/s is subject to being able to charge your payment card. It is your responsibility to update your payment card details as necessary
- c) The price for the subscription is as stated on our site at the time you order. Our prices display as net +vat.
- d) We will take your first subscription payment when we accept your order.
- e) We use a third party payment provider called Stripe and accept the accept the following methods of payment: Debit Card, Credit Card,
- f) There are two subscription prices: 1. Standard Subscription and 2. Super Subscription. Prices and features of each are outlined within the product subscription information.
- g) We will confirm our acceptance of your order to you by sending you an invoice via email. Additionally, we will store a copy of the invoice on the School Console area of the website. The Contract between us will be formed when payment has been accepted and you have received confirmation.
- h) Your subscription type will be listed within the School Console area of the website. You can make changes or upgrades, cancel or renew your subscription through the School Console section of the Site.
- i) The date of subscription commences from the date the subscription payment is made and lasts 12 months.

2.3 UPGRADING YOUR SUBSCRIPTION

- a) You can upgrade your subscription from Standard to Super at any point and will be charged the difference between the subscription product prices.
- b) When you upgrade your subscription, you will be asked to read and accept the [Terms of Purchase](#), [Terms of Website Use](#) and [Privacy Policy](#) again.
- c) When you upgrade your subscription to the Super Subscription, all data will be transferred over and the date of subscription will commence from the date the Super Subscription payment is made.
- d) We may change our prices by giving you notice by email at least 14 days before any price change takes effect. If you do not accept the new price, you should cancel your subscription as explained below in subscription renewals; payments taken after the notice period will be at the new price.

2.4 SUBSCRIPTION RENEWALS

- a) Subscriptions will renew automatically on the following basis:
 - i. We will send you a notice of automatic renewal at least 30 days before the end of your current Subscription.
 - ii. Your Subscription will renew automatically unless you notify us before the end of the current Subscription that you wish to end your Subscription.
 - iii. We will invoice you for the Subscription on the renewal date; you will be charged to the same payment method as you paid originally and for the same level of subscription. If you paid by credit or debit card, the renewal payment will be taken automatically.
- b) If you think an invoice or payment is incorrect please contact us promptly to let us know.
- c) If a Subscription period expires, and the User has not applied for a new subscription, the User's account will be immediately terminated.
- d) All student data will be automatically deleted by us 12 weeks after the date of expiry of a subscription.
- e) If your previous payment method is not accepted for the renewal payment we will notify you of this via email.

2.5 SUBSCRIPTION CANCELLATIONS

- a) You will need to cancel your subscription via the "School Console > Cancel" area within the website at least 7 days before your subscription

expiry/renewal date.. **A reminder will be sent out 30 days** before the end/renewal date.

- b) If you cancel after the 7 days, your subscription cannot be terminated and payment will be deducted from your previous method of payment.

3 PRODUCT DESCRIPTION

- .1 Any images of the products on our Website are for illustrative purposes only. We cannot guarantee that your computer's display of the colours accurately reflects the colour of the products. Your product may vary slightly from those images.
- 3.2 Although we have made every effort to be as accurate as possible, all sizes, weights, capacities, dimensions and measurements indicated on our Website have a slight tolerance.
- 3.3 Spelling Beats will work effectively on computers and devices whose operating systems and web browsers are updated. Spelling Beats is not liable for any program running errors in connection with dated systems .
- 3.4 Smoothwalls and school/network filtering systems, could have an impact on the running and quality of the Site. Spelling Beats is not liable for any program running errors in connection with school networking and filtering errors/blockers. Please contact your school IT support to help resolve any filtering/networking issue. Help: ensure www.spellingbeats.com is added to the filtering.

4. OTHER

- 4.1 We may have to make minor changes to, or temporarily suspend the supply of your Product/s to deal with minor technical problems or to comply with relevant laws or regulatory requirements. Where possible, we will notify you of this in advance. We will make reasonable efforts to resolve any technical problems as soon as reasonably possible.
- 4.2 We are not responsible for any delays in the provision of Products due to circumstances beyond our reasonable control and will contact you as soon as possible if this is the case, taking steps to minimise the effect of the delay.
- 4.3 Once you have subscribed to Spelling Beats, you will automatically receive updates from Spelling Beats CIC via email. You will not be contacted by any third party providers. Should you wish to stop receiving updates from Spelling Beats, click on the 'remove from mailing' list link at the bottom of the email update.

5. GENERAL

Transfer. We may transfer our rights and obligations under these **Terms of Purchase** to another organisation. We will contact you to let you

know. if we plan to do this. You may only transfer your rights or your obligations under these Terms of Website Use to another person if we agree in writing.

6. CONTACT US

If you have any questions about these [Terms of Purchase](#), your Subscription, the [Terms of Website Use](#) and [Privacy Policy](#), please either refer to the help section within the website, or contact us below:
e-mail us: support@spellingbeats.com
Spelling Beats CIC

Company No. 11010243