

WordsPlease

Terms and Conditions

27.6.09

NOTICE TO USER: Please read this contract carefully. When you subscribe, you will need to declare that you have read and understood these terms and conditions and our privacy policy which is published separately on our website. If you do not agree with these terms and conditions, please leave the website now.

You agree this contract is enforceable under the laws of England as a written contract would be. All written and spoken materials relating to this site, including these terms and conditions and the privacy policy are published in the English language only. We have no facilities for translating these materials into other languages. Nothing in these terms and conditions overrides your statutory rights under English Law.

The full postal address of WordsPlease is:

WordsPlease
P.O. Box 2108
Worthing
BN12 9BG
United Kingdom

Telephone 01903 246800

Definitions: "Software" means the software that is downloadable from the WordsPlease website.

The "Company" means WordsPlease.

The " website " means the Internet site www.wordsplease.co.uk.

Other domain names may point to this site.

Changes in the service provided. We are continually making changes to our magazines, website and the software available in order to improve our service and we reserve the right at our absolute discretion to continue to do so providing this does not reduce the value of the service we offer to you.

Subscription fees. Once the regular fee you will pay has been agreed, which will be deemed to be so at the point of acceptance of your credit/debit card payments, the payments will continue to be taken by WorldPay and passed to the Company until you cancel your agreement. There will be no increase in your regular payments for the

life of your subscription unless you decide to choose another subscription plan from those available at any given time.

There are six main modules in the programme and each module has a corresponding printed magazine. As your subscription proceeds, you will be given access to one module per month in numerical order for the first six months (and all previous modules, of course) and you will receive one printed magazine per month. After the first six months, if you do not cancel your subscription, you will continue to have access to the first six modules so that your son/daughter may complete any remaining tasks and continue to have access to the Common Resource Area and the WordsPlease Forum. There are no further magazines after module six.

Forum. The WordsPlease Forum is a safe forum. A member of the WordsPlease team will complete your registration and no-one but members (or pupils at member schools where appropriate) can make postings on the Forum, although the Forum may be viewed without going via the WordsPlease Website. A pseudo name is used for each child and no personal details should be given on the Forum.

Audience. The software is designed for use by children and other persons under the age of 18 years, but we only sell to persons over the age of 18 years. It is up to the purchasing adult to give access to the software to the young people in his/her own home under the terms of this contract.

For the protection and safety of minors and of the WordsPlease staff, no correspondence in any form whatsoever will be undertaken with people under the age of 18 years. All communication should be through a responsible adult, preferably a parent or guardian, using the email address that was used when subscribing.

Children should communicate with the WordsPlease staff and other subscribers through the WordsPlease Forum. You should make sure that young people do not reveal any personal information such as their full names, addresses, telephone numbers and email addresses on the forum.

Credit/Debit cards: A credit or debit card is required to subscribe to WordsPlease. Payments are taken by WorldPay which is a part of the Royal Bank of Scotland Group. This keeps your card details secure and no details regarding your credit or debit card are passed to WordsPlease. We do not accept payments by any other means as this is a subscription service and in joining you must agree to the WorldPay terms and conditions as well as those of the Company.

The first payment will be taken immediately and all further payments on the first of each calendar month. If you first subscribe between 1st and 24th inclusive of a particular month, the second payment will be taken on the 1st of the next calendar month. If you subscribe between 25th and the last day inclusive of a particular month, the second payment will be taken on the first of the next but one calendar month. This is to give time for young people to tackle the tasks given in module one before being given access to the second module's work.

You may unsubscribe at any time. If you unsubscribe, you will have access to the material for the remainder of the calendar month for which you have paid and you will receive no further magazines, even if you have not received all six.

To Unsubscribe:

You may cease your subscription at any time by visiting your account on the WorldPay site and cancelling your FuturePay agreement with WorldPay. Details of your FuturePay agreement are emailed to you when you subscribe in an email entitled "WorldPay CARD FuturePay Confirmation". N.B. The date of the first payment in this email is the first **repeat** payment, payable on the first of the month as outlined above.

No penalties will arise if you wish to re-subscribe at a later date, but the terms and conditions applying and published on the WordsPlease site at the time of re-subscription will apply. Your re-subscription will commence at module one again. This is designed so that a brother or sister of the original child using WordsPlease may work through the whole programme.

Guarantee of service

Whilst WordsPlease will do its best to provide a continuous service, we do not guarantee availability 100% of the time since the vagaries of the Internet are not within our control (See 'Warranties' below)

In particular, when you first subscribe we will send your printed copy of the magazine as soon as possible. From then on, we will send your magazines so they arrive by the first of each month in line with the upgrade to the next month's material. Again, the operation of the Post Office is beyond our control and we should be pleased if you would inform us of any difficulties you are having with respect to delivery so that we may improve our service to you.

Amendments to these terms and conditions. The terms and conditions published on the WordsPlease site at the time of your first subscribing will apply to you and your family throughout the period of your subscription. If at a later date we amend the terms and conditions only the less restrictive clauses will apply to you. Under no circumstances will more restrictive clauses be applied unless we give you thirty days notice by email or otherwise and the opportunity to cancel your membership. We would only do this if we deem this necessary as a result, for instance but not exclusively, of a legal ruling, abuse of our systems or similar circumstance.

Extension of rights to use of the Software: Any agreement to extend the use of the Software beyond that defined in these Terms and Conditions must be made in writing by the Company.

Use of the Software: You are permitted to use the software in your own home for members of your own family only, including fostered and adopted children. There is no limit to the number of times any particular piece of software may be downloaded during your subscription period as long as it is for your family's use only. Technical difficulties notwithstanding, you may download the software at any time, day or night, as long as your subscription is current.

It is expressly forbidden for you to release your user name and password to persons outside your family to allow them to access the Software.

Liability: The software has been extensively tested and checked for errors, but no responsibility will be accepted by the Company for any damages arising from use of this Software, inability to use it, failure of a child or adult to pass any examination or test or to reach a set level of attainment, personal injury, loss of profit or business interruption or consequential damage, even if the Company has been advised of the possibility of such damage.

If WordsPlease is found to be liable under English Law, damages will be limited only to the total subscription paid.

Copyright: The copyright of all the Software is owned by the Company and its associated authors and artists. You may not rent, lease, sublicense, lend or transfer any of the software or copies of the software to persons outside your own immediate family. You may not alter, modify the software or translate, disassemble or reverse engineer the software.

Wherever we have included material from outside sources, we have done so in good faith, either with the permission of the original publishers or in the belief that the material is out of copyright. If you believe our publication of a particular piece of material to be a breach of copyright, please inform us giving full details of the material and copyright owner and we will be pleased to immediately contact the owner with a view to resolving the situation.

As a parent/guardian, it is your responsibility to check that your son/daughter owns the copyright of any work that is submitted for publication on our site. As a general rule, the school a student attends will own the copyright to any work the student has developed under instruction by the staff at that school, so the school's permission should be sought before the work of your son/daughter is sent to us for publication if this work was written at school or at home as homework set by a teacher at the school.

Warranties: As the material is being downloaded from the Internet, you accept that occasionally errors and omissions will occur and while we will make every reasonable effort to maintain the reliability of the service, we make no guarantees or other warranties with regard to one hundred percent access to the site for all customers. In particular, we do not warrant that the service will be free from viruses or other destructive elements nor that the site will be free from attack by hackers or other persons or programs.

Termination of the Service. If WordsPlease ceases to trade or decides at its sole discretion to cease providing the service described herein, customers will be given 30 days notice and all payments stopped. You will then be able to access the material on the site for a minimum further period of 30 days from the date of notice.

Third parties: No person who is not a party to this contract shall have any right to enforce any term or condition or be entitled to any remedy or compensation save that which exists under English Law.

Refunds: If there is an error with payments, you are entitled to receive a full refund of any over charged amount.