

Terms and Conditions Online Courses Writesparks.co.uk

These terms and conditions (“Terms”) are the Terms of Write Sparks (“Write Sparks”) (“we”, “us”, “our”) and set out how you may use our Website for the purchase of digital content and online courses to you. Please read these Terms carefully before you use our Website or submit any Order to us. By entering our Website you are agreeing to accept these Terms. If you do not agree to comply with and be bound by these Terms you must stop using our Website immediately.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

- a. “**Business Customer**” means a company or legal entity not an individual purchasing from Write Sparks.
- b. “**Customer**” (“you”, “your”) means the person or individual not a company or legal entity purchasing Services from Write Sparks wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).
- c. “**Order**” means your order for the Services
- d. “**Order Confirmation**” means Write Sparks acceptance and confirmation of your Order.
- e. “**Price**” means the price payable for the Services.
- f. “**Services**” means the products, digital services and online content services which are to be provided by Write Sparks to you as specified in your Order (and confirmed in Our Order Confirmation);
- g. “**Website**” means the website at www.writesparks.co.uk.
- h. Each reference in these Terms to “in writing” and any similar expression includes electronic communications whether sent by e-mail, or other means.
- i. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

2. The Agreement & Orders

- a. These Terms govern the sale and provision of Services by us and will form the basis of any agreement between us and you. Before submitting an Order, please ensure that you have read these Terms carefully. If you are unsure about any part of these Terms, please ask us for clarification.
- b. If you are a Business Customer these terms constitute the entire agreement between us in relation to the purchase of Services. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in these terms.
- c. As a Customer
 - i. you have 14 days under the Consumer Contracts Regulations 2013 from the date of your Order Confirmation to cancel.
 - ii. If you do not start using the Services you may exercise your right to cancel within 14 days and any agreement will end immediately and we will refund you in full for the Services purchased.
 - iii. However, once you start using the Services this period will no longer be valid;
 - iv. You cannot exercise the 14 day period if you have started to download or stream digital products.
- d. Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that we may, at our discretion, accept.
- e. A legally binding contract between us and you will be created upon our acceptance of your Order, indicated by our Order Confirmation. Order confirmations will be provided by email in writing.
- f. We will assign an Order number to your Order and tell you what it is when we accept your Order. It will help us if you can tell us the Order number whenever you contact us about your Order.
- g. If we are unable to accept your Order, we will inform you of this in writing and will not charge you for the Services. This might be because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or Service, or because we are unable to meet a delivery deadline.
- h. We may cancel your Order at any time before we begin providing the Services due to the unavailability of required personnel or materials, or due to the occurrence of an event outside of our reasonable control. If such cancellation is necessary, we will inform you as soon as is reasonably possible. If you have made any payments to us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of us informing you of the cancellation. Cancellations will be confirmed in writing.

- i. If your Order is changed we will inform you of any change to the Price in writing.
- j. We may change the Services:
 - i. to reflect changes in relevant laws and regulatory requirements; and
 - ii. to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of any products or Services.
- k. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.
- l. During the Order process we will let you know when we will provide the Services to you. If the Services are ongoing services or subscriptions, we will also tell you during the Order process when and how you can end any agreement.
- m. If the products are one-off Services, we will begin the Services on the date set out in the Order. The estimated completion date for the Services is as told to you during the Order process.
- n. If the Services are a one-off purchase of digital content, we will make the digital content available for download by you as soon as we accept your Order
- o. If the Services are ongoing services or a subscription to receive goods or digital content, we will supply the goods or digital content to you until either the Services are completed or the subscription expires (if applicable) or you end any agreement or we end any agreement by written notice to you.

3. **Price and Payment**

The Price of the Services will be that shown in our price list and any other pricing documents on our Website in place at the time of your Order. We take all reasonable care to ensure that the price of the product advised to you is correct.

If the Price shown in your Order differs from our current Price we will inform you upon receipt of your Order.

- a. Our Prices may change at any time but these changes will not affect Orders that we have already accepted.
- b. All Prices include VAT. If the rate of VAT changes between the date of your Order and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Prices where we have already received payment in full from you.
- c. Before we begin providing the Services, you may be required to pay a deposit as set out as a percentage of the total Price for the Services. The due date for payment of your deposit will be included in the Order Confirmation.
- d. In certain circumstances, if your Order is cancelled, your Deposit will be refunded in full or in part. The amount due will be calculated based upon the Price for the Services, our Price list(s), and the amount of work (if any) already undertaken by us. Please refer to sub-Clauses 4.d and 4.e if your Order is cancelled before the Services begin, or to Clause 10 if the Services are cancelled after they have begun.
- e. You must pay for all Services in full before you download, stream or otherwise access the content.
- f. We accept the following methods of payment via credit and debit cards: Stripe.
- g. As a Business Customer you must pay all amounts due to us under these Terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- h. We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the annual rate of five per cent (5%) above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- i. If you think any price for the Services is wrong please contact us promptly to let us know. Interest will not be charged until the dispute is resolved.

4. **Providing the Services**

- a. As required by law, we will provide the Services with reasonable skill and care, consistent with best practices and standards and in accordance with any information provided by us about the Services and about us.
- b. We will begin providing the Services on the date confirmed in our Order Confirmation.
- c. We will continue providing the Services for the length of time agreed between us and you.
- d. We will make every reasonable effort to complete the Services on time (and in accordance with your Order). We cannot, however, be held responsible for any delays if an event outside of our control occurs. Please see Clause 9 for events outside of our control.
- e. If we require any information or action from you in order to provide the Services, we will inform you of

this as soon as is reasonably possible.

- f. We may need certain information from you so that we can supply the Services to you. If this is required we will contact you in writing to ask for this information. If the information or action required of you is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. 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.
- g. In certain circumstances, for example where there is a delay in you sending us information we may suspend the Services (and will inform you of that suspension in writing).
- h. In certain circumstances, for example where we encounter a technical problem, we may need to suspend the Services in order to resolve the issue. Unless the issue is an emergency and requires immediate attention we will inform you in advance in writing before suspending the Services.
- i. If the Services are suspended under sub-Clauses 6.g or 6.h, you will not be required to pay for them during the period of suspension. You must, however, pay any invoices that you have already received from us by their due date(s).
- j. If you do not pay us for the Services as required by Clause 5, we may suspend the Services until you have paid all outstanding sums due. If this happens, we will inform you in writing.
- k. We may have to suspend the supply of a product to:
 - i. deal with technical problems or make minor technical changes; or
 - ii. update the product or service to reflect changes in relevant laws and regulatory requirements.
- l. We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. If we have to suspend the product for longer than four (4) weeks in any three (3) month period we will adjust the price so that you do not pay for Services whilst they are suspended. You may contact us to end any agreement for a product or service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than four (4) weeks and we will refund any sums you have paid in advance for the product or service in respect of the period after you end any agreement.
- m. We may also suspend supply of the products or services if you do not pay. If you do not pay us for the products or services when you are supposed to and you still do not make payment within seven (7) days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services.
- n. We will not suspend the Services where you dispute the unpaid invoice. We will not charge you for the products or services during the period for which they are suspended. As well as suspending the products we can also charge you interest on your overdue payments.
- o. The language of the online courses, products and services is English.
- p. Insofar as is permitted by law, we make no representation, warranty, or guarantee that our Website will meet your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- q. We make reasonable efforts to ensure that our content on Our Website is complete, accurate, and up-to-date. We do not, however, make any representations, warranties, or guarantees (whether express or implied) that the content is complete, accurate, or up-to-date.

5. **Cancellation**

- a. We may end any agreement if you breach any provisions contained therein and the breach is not remedied with 7 days.
- b. We may end any agreement for a product at any time by writing to you if:
 - i. you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due; or
 - ii. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products or services.
- i. We have breached any agreement in any material way and have failed to remedy that breach within 14 days of you asking us to do so in writing; or
- c. You may end any agreement for a product at any time by writing to us if:
 - i. we enter into liquidation or have an administrator or receiver appointed over our assets; or
 - ii. we are unable to provide the Services or there is a delay due to an event outside of our control;
 - iii. we change these Terms to your material disadvantage;
 - iv. we have told you about an upcoming change to the product or these terms which you do not agree to;
 - v. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
 - vi. we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four (4) weeks;

- vii. you have a legal right to end any agreement because of something we have done wrong.
- d. To end any agreement with us, please let us know by emailing us at info@writesparks.co.uk. Please provide your name, email address, and details of the order.
- e. If, after any cancellation, you are entitled to a refund under these Terms we will refund you the Price you paid for the products, by the method you used for payment. However, we may make deductions from the Price for any Services that have been used.

6. **Liability**

- a. To the fullest extent permissible by law, we accept no liability to any Customer or Business Customer for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Website or the use of or reliance upon any Content (whether that Content is provided by us or contained in Blogs, Posts, or Comments created by Users) included on our Website.
- b. To the fullest extent permissible by law, we exclude all representations, warranties, and guarantees (whether express or implied) that may apply to our Website or any Content (including Blogs, Posts, or Comments created by Users) included on our Website.
- c. We provide Services for both domestic and private use (or purposes) as well as business. We make no warranty or representation that the Services are fit for commercial, business or industrial purposes of any kind (including resale). By making your Order, you agree that we make no warranty or representation of the Services for business purposes. We will not be liable to you for any loss of profit, loss of business, interruption to business or for any loss of business opportunity.
- d. Nothing in these Term seeks to exclude or limit our liability for death or personal injury caused by our negligence (including that of our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- e. If you are a business user:
 - i. we accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
 - ii. our total liability to you for all other losses arising under or in connection with any agreement between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products or services under such contract.
- f. We exercise all reasonable skill and care to ensure that our Website is free from viruses and other malware, however, subject to clause 8.d., we accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of our Website (including the downloading of any content (including any provided in Blogs, Posts, or Comments) from it) or any other site referred to on our Website.
- g. We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of our Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- h. Nothing in these Terms seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

7. **Intellectual Property Rights**

- a. All content on our Website and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by us. All content (including the content of any blogs and posts) is protected by applicable United Kingdom and international intellectual property laws and treaties.
- b. For personal use (including research and private study) only, you may:
 - i. Access, view and use our Website in a web browser (including any web browsing capability built into other types of software or app);
 - ii. Download our Website (or any part of it) for caching;
 - iii. Print one copy of any page[s] from our Website;
 - iv. Download, copy, clip, print, or otherwise save extracts from pages on Our Website;
 - v. Save pages from Our Website for later and/or offline viewing; and

- vi. View and use other Users' Blogs, Posts and Comments in accordance with Clause 7.
- c. You may not use any Content (including Blogs, Posts and Comments) downloaded, copied, clipped, printed or otherwise saved from our Website for commercial purposes without first obtaining a licence to do so from us, our licensors, or from the relevant Customer, as appropriate. This does not prohibit the normal access, viewing and use of our Website for general information purposes whether by business users or consumers.
- d. You may not systematically copy Content from Our Website with a view to creating or compiling any form of comprehensive collection, compilation, directory, or database unless given our express permission to do so.
- e. Our status as the owner and author of the content on Our Website (or that of identified licensors or users, as appropriate) must always be acknowledged.
- f. Materials on this website are copyrighted and all rights are reserved. Text, graphics, HTML code, and other intellectual property are protected by United Kingdom and International Copyright Laws, and may not be copied, reprinted, published, reengineered, translated, hosted, or otherwise distributed by any means without explicit permission. The materials contained in each course are intended only for the course participants. They must not be reproduced or redistributed without explicit permission.
- g. Imagery on this website is individually copyrighted by the artist, designer or creator of each image. Artists are credited and work is used on the website or in course materials with explicit permission from the artist. These images are not to be reproduced or redistributed without the explicit permission of the artists and copyright holders.

8. **Privacy and Cookies**

- a. All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.
- b. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy and Cookies Policy www.writesparks.co.uk/privacy-policy

9. **Information about Write Sparks**

- a. I am Sarah Parrott, a sole trader trading as Write Sparks, established in England and my registered business address is in London, United Kingdom.
- b. You can contact us by writing to us at info@writesparks.co.uk.
- c. If we have to contact you we will do so by writing to you at the email address you provided to us in your Order.
- d. In certain circumstances you must contact us in writing (when cancelling an Order, for example, or exercising your right to cancel the Services).
- e. Our website address is www.writesparks.co.uk
- f. If you have an Account, we may from time to time send you important notices by email. Such notices may relate to matters including, but not limited to, service changes, changes to these Terms and changes to your account.
- g. We will never send you marketing emails of any kind without your express consent. If you do give such consent, you may opt out at any time. Any and all marketing emails sent by us include an unsubscribe link. If you opt out of receiving emails from us at any time, it may take up to 14 business days for your new preferences to take effect.

a.
10. **Events Outside of Our Control (Force Majeure)**

- a. 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), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- b. If any event described under this Clause 9 occurs that is likely to adversely affect our performance of any of our obligations under these Terms:
 - i. We will inform you as soon as is reasonably possible;
 - ii. our obligations under these Terms will be suspended and any time limits that we are bound by will be extended accordingly;
 - iii. 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;
 - iv. If an event outside of Our control occurs and you wish to cancel any agreement, you may do so

in accordance with your right to Cancel under these Terms. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible from our acceptance of your cancellation notice;

- v. If the event outside of Our control continues for more than 4 weeks, we will cancel any agreement in accordance with our right to cancel under sub-clause 10.6.3 and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11. **Confidentiality of Codes, Passwords and Information**

You agree to treat as strictly private and confidential any Subscriber Code, username, user ID, or password which you may have received from Write Sparks, and all information to which you have access through password-protected areas of Write Sparks' websites and will not cause or permit any such information to be communicated, copied or otherwise divulged to any other person whatsoever.

12. **Assignment and Transfer**

- a. We may transfer any agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this.
- b. You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

13. **Illegality**

If any provision or term of these Terms or any part of it shall become unenforceable for any reason whatsoever, including but without limitation by reason of the provisions of any legislation, Regulation, Order, Direction of the Secretary of State or other provision having the force of law or by reason of any decision of any Court of competent jurisdiction, the validity and enforceability of the remainder of these Terms shall not be affected thereby and shall remain in full force and effect.

14. **Waiver**

Failure by us at any time to enforce the provisions of these Terms shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of these Terms or any part thereof or the right of us to enforce any provision.

15. **Contracts (Rights of Third Parties)**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no person who is not a party to this Agreement shall be entitled to enforce any of the provisions of any Contract pursuant to that Act.

16. **Governing law**

This Agreement is governed by, and is to be construed in accordance with, English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales.