

WRITE EXAMPLE RESOURCES LTD GENERAL TERMS AND CONDITIONS

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 13 (LIMITATION OF LIABILITY).

1. ABOUT US

1.1 Company details. Write Example Resources Ltd. T/A Write Example (company number 11644891) (**we and us**) is a company registered in England and Wales and our registered office is at Apt 24375, Chynoweth House, Trevisson Park, Truro, TR4 8UN

1.2 We operate the website www.writeexample.co.uk

1.3 Contacting us. To contact us telephone our customer service team at info@writeexample.co.uk How to give us formal notice of any matter under the Contract is set out in *Clause 24*

2. INTERPRETATION

- a) "Write Example Resources Ltd", "We" and "Us", shall mean Write Example Resources Ltd, the owner of this Website.
- b) "You", "Yourself" and "Your", "Customer" "Client" refers to the user of any Service, purchaser of any Service, website viewer, Subscribing Individual or Subscribing School.
- c) "Services" may refer to Individual Membership Subscriptions, School Membership Subscriptions, Training Services and Tutoring Services.
- d) "Services" "Products" "Resources" "Teaching Resources" may also refer directly to downloadable teaching resources from the Website.
- e) "Membership Services" – may also be referred to as Membership Accounts.
- f) "Client" may refer to purchaser of tuition sessions from a Tutor provided by Write Example Resources Ltd.
- g) "Student" refers to the individual nominated for tuition by the Client.
- h) "Order" refers to a written description of Services to be provided which is agreed by Write Example Resources Ltd and the Tuition Client, Purchasing School or Subscribing School in accordance with all Write Example Resources Ltd Terms and Conditions.

3. OUR CONTRACT WITH YOU

3.1 Our contract. These terms and conditions (**Terms**) apply to the supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3.2 Usage. By visiting www.writeexample.co.uk - or making use of any service provided by Write Example Resources Ltd, you are agreeing to comply with and be bound by the following Terms and Conditions of use, which govern the relationship between You and Write Example Resources Ltd.

3.3 Entire agreement. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3.4 Service Alteration. Write Example Resources Ltd reserves the right at any time and from time to time to modify or

discontinue, temporarily or permanently, the any of its Services (or any part thereof) with or without notice. You agree that Write Example Resources Ltd shall not be liable to you or to any third party for any modification, suspension or discontinuance of any of its Services.

3.6 Term Updates. These terms may be updated by Write Example Resources Ltd from time to time without notice to You. Most recent Terms and Conditions will be posted on this page.

3.7 Language. These Terms and the Contract are made only in the English language.

3.8 Your copy. You should print a copy of these Terms or save them to your computer for future reference.

4. CONTENT

4.1 If you object to any material placed in any area of the Website, please contact us at Write Example Resources Ltd, Apt 24375, Chynoweth House, Trevisson Park, Truro, TR4 8UN or at info@writeexample.co.uk Correspondence can only be assumed to have been received once receipt is confirmed.

4.2 If you object to anything contained within our resources, please contact us at Write Example Resources Ltd, Apt 24375, Chynoweth House, Trevisson Park, Truro, TR4 8UN or at info@writeexample.co.uk Correspondence can only be assumed to have been received once receipt is confirmed. We will take whatever action we deem appropriate.

4.3 Write Example Resources Ltd will correct content where mistakes are found, but We do not guarantee the accuracy of any content provided, and it is for You to verify and be satisfied with the material you download. Write Example Resources Ltd provides an information service and You accept that We take no responsibility for the way You use the information or Services provided by Write Example Resources Ltd.

5. THE SERVICES

5.1 Write Example Resources Ltd is a provider of teaching resources via charged membership subscription services; private online tutoring; and online school staff training. These may be referred to as our "Services".

5.2 Our "Individual Membership Service" is an annual subscription which allows Subscribing Individuals access to Write Example Resources Ltd teaching resources via the password protected part of the Website. The Individual Member will use the Write Example Resources Ltd sign up form to create and purchase an Individual Membership Service account.

5.3 Our "School Membership Service" is a package deal of individual Membership Service accounts (*each with their own user name and password issued by Write Example Resources Ltd*). These Individual Memberships and all School Memberships are subject to all Write Example Resources Ltd Terms and Conditions. Package deals are negotiated on a school-by-school basis and confirmed by a written Order issued by Write Example resources Ltd. School Membership Service packages are subject to all Write Example Resources Ltd Terms and Conditions.

5.4 By using any Service provided by Write Example Resources Ltd You agree to all our Terms and Conditions including our copyright policy.

5.5 Write Example Resources Ltd reserve the right to offer free passwords for access to our Individual Membership Services or School Membership Services. Passwords will be valid for any length of time decided by Write Example Resources Ltd and may be cancelled at any time without notice. Passwords will be issued via email and may only be used by the individual they are emailed to. You agree to Write Example Resources Full Terms and Conditions including Copyright when You download any resource from any part of the Website using a free password.

5.6 Write Example Resources Ltd reserve the right to offer free resources. These resources may be removed, altered or replaced without notice. These resources may be downloaded by Users from the Website or emailed via Write Example Resources Ltd mailing list or directly to Individuals. You agree to Write Example Resources Full Terms and Conditions including Copyright when You download any resource from any part of the Website.

6. ORDERS (WHERE APPLICABLE)

6.1 Any services which we provide, which require the undertaking of an order, will be raised manually between the parties, the terms and process of which will be discussed between the parties at the relevant times.

7. CANCELLING YOUR ORDER AND OBTAINING A REFUND

7.1 You may cancel the Contract and receive a refund, if you notify us as set out in *Clause 7.2* within 14 days of your receipt of the Order Confirmation. If you have downloaded any content provided under our services, you will not be entitled to receive a refund and our terms of service will be deemed as being delivered.

7.2 To cancel the Contract, you must contact us immediately on info@writeexample.co.uk. We will email you to confirm we have received your cancellation.

8. WRITE EXAMPLE RESOURCES LTD OFFERS AND COMPETITIONS

8.1 All competitions or offers coordinated by Write Example Resources Ltd on official social media accounts will make clear what any offer includes, who is able to participate, how to participate and when said competitions begins and ends. Any entries that do not meet these requirements will not be entered in to any promotion.

8.2 Promotions by Write Example Resources Ltd will give specific restrictions and conditions of entry for each offer in the launching of any competition. Write Example Resources Ltd staff operating the promotions will be available to answer questions and clarify the terms of entry for any potential entries.

8.3 Any given conditions of entry will be made clear before or at the time of entry for prize draws, discount opportunities or offer codes. These conditions will remain accessible through the period of the promotion

9. ADVERTISERS AND OTHER COMPANIES

9.1 Your dealings with advertisers, merchants and any other third party found on or through the Website, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party.

9.2 To the fullest extent permitted by applicable law, you agree that:

(a) Write Example Resources Ltd shall not be responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such advertisers and merchants on the Website, and

(b) any orders placed by you on, and any product specifications and product availability appearing on, the Website are subject to confirmation by, and are supplied subject to the terms and conditions of business of, the relevant merchant.

10. YOUR OBLIGATIONS

10.1 It is your responsibility to ensure that:

(a) the terms of your order are complete and accurate;

(b) you co-operate with us in all matters relating to the Services;

(c) you provide us with such information and materials we may reasonably require in order to supply the Services, and

ensure that such information is complete and accurate in all material respects;

10.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in *Clause 10.1 (Your Default)*:

(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the contract under *Clause 23 (Termination)*;

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

11. MEMBERSHIP SERVICE ACCEPTABLE USE POLICY

11.1 The Membership Service is designed to allow individual users to download teaching resources for their own needs.

11.2 The Membership Service is subject to an acceptable use policy, and user accounts are monitored, further information of this can be found in *Schedule 1*. Write Example Resources Ltd considers that no user would reasonably need to download more than 50 resources per calendar month and accounts exceeding this download level are subject to review

12. CHARGES

12.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this *Clause 12*

12.2 The Charges are the prices quoted on our site at the time you submit your order.

12.3 Where applicable, if you wish to change the scope of the Services after we accept your order, and we agree to such change, we will modify the Charges accordingly. This clause is only applicable to School Membership Services (bulk package), Tuition and School Staff Training and should be read in conjunction with the associated Schedules.

12.4 Write Example Resources Ltd reserve the right to offer different types of memberships and change prices, deals offers subscriptions at any time.

12.5 If users with an active membership will be affected by a change, we will provide at least 30 days' notice by email using the email address provided by at the time of sign up. You will not be able to change your membership type unless you cancel one membership and sign up to a new membership.

12.6 Write Example Resources Ltd may change the annual price for the Membership Service or any other subscriptions and we will communicate this change to you either at renewal or at the point the new price is stated on the Write Example Resources Ltd website.

13. HOW TO PAY

13.1 Payment terms specific to a particular service will be included within the specified schedule of terms

14. COMPLAINTS

14.1 If a problem arises or you are dissatisfied with the Services, you may contact us directly via info@writeexample.co.uk and we will be in touch with you to discuss your issues further.

15. INTELLECTUAL PROPERTY RIGHTS

15.1 All intellectual property rights in or arising out of or in connection with the will be owned by us.

16. COPYRIGHT

16.1 All downloads, resources, text, articles, blog posts, information and other materials presented on the Website in any way are subject to Write Example Resources Ltd copyright policy and/or other intellectual property right owned by or licensed to Write Example Resources Ltd.

16.2 Any material or information downloaded from this Website is subject to Copyright Terms as stated in our Copyright Policy.

16.3 Any material or information downloaded from this Website is subject to Copyright Terms. By downloading any resource from Write Example Resources Ltd you agree to the following:

- a) The contents of the Website are protected by international copyright laws and other intellectual property rights. The owner of these rights is Write Example Resources Ltd or other third-party licensors.
- b) All downloads, resources, text, articles, blog posts, information and other materials presented on the Website in any way are subject to Write Example Resources Ltd copyright policy and/or other intellectual property right owned by or licensed to Write Example Resources Ltd.
- c) You may not modify, store, copy, edit, extract, separate, reproduce, republish, upload, post, transmit or distribute, provide links to, or otherwise communicate or make available to third parties any part of the content of this Website or any Write Example Resources Ltd resources by any means or in any manner without Write Example Resources Ltd's prior written consent.
- d) You may not share, redistribute, sell, give away, or let anyone use your log in details to access Write Example Resources' documents, resources or services.
- e) You may not share, reproduce, redistribute, sell or give away illustrations or photographs used in Write Example Ltd Resources or website.
- f) You must not alter the digital versions of our products in any way.
- g) You may not use your account to download and print for anyone else, as this breaches the account usage licence.
- h) You must not use any product for commercial purposes.
- i) You acknowledge that all materials You download remain the property of Write Example Resources Ltd Limited in perpetuity.
- j) Write Example Resources Ltd strictly forbids the use of any scripted or otherwise automated method of content or website access.
- k) You acknowledge that the product you download will remain the property of Write Example Resources Ltd at all times and you agree to our Terms and Conditions.
- l) You acknowledge that, by making use of this Website, you are agreeing to comply with this prohibition and that any breach thereof is likely to result in legal proceedings being issued against you.

17. HOW WE MAY USE YOUR PERSONAL INFORMATION

17.1 We will use any personal information you provide to us to:

- (a)** provide the Services;
- (b)** process your payment (*we applicable*) for the Services; and
- (c)** inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us.

17.2 Further details of how we will process personal information are set out in our privacy policy

18. INDEMNITY

18.1 You agree to indemnify, defend and hold Write Example Resources Ltd and its affiliates harmless from and against any and all liability, losses, costs, claims and expenses incurred directly or indirectly (including reasonable legal fees) incurred in connection with or arising out of your violation of these Terms and Conditions, any applicable law or regulation or the rights of any third parties related to the use of the Content, our Website, Service and tools.

18.2 This indemnity includes both any liability to third parties, and other costs and losses incurred by Write Example Resources Ltd.

19. SPECIAL WARNING FOR INTERNATIONAL USE

19.1 The Website is designed to be compliant with the applicable laws and regulations of England and Wales. Due to the global nature of the Internet, users from all over the world will have access to the Website, however if you are resident in a country outside of the United Kingdom you use the Website at your own risk.

20. LIMITATION OF LIABILITY: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

20.1 Nothing in the Contract limits or excludes our liability for:

- (a)** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b)** fraud or fraudulent misrepresentation; or
- (c)** breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (*title and quiet possession*) or any other liability which cannot be limited or excluded by applicable law.

20.2 Subject to *Clause 20.1*, we will not be liable to you, whether in contract, tort (*including negligence*), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a)** loss of profits;
- (b)** loss of sales or business;

- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; and
- (g) any indirect or consequential loss.

20.3 Except as expressly stated in these Terms, we do not give any representations, warranties or undertakings in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, including without limitation the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982, by common law or otherwise are, to the fullest extent permitted by law, excluded from the Contract.

20.4 This *Clause 20* will survive termination of the Contract.

21. CONFIDENTIALITY

21.1 You shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (*disclosing party*), its employees, agents or subcontractor, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain.

21.2 We each may disclose the other's confidential information:

- (a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this *Clause 21*; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

21.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

21.4 This *clause* shall survive termination of the Order and any periods of any Membership Subscription or any other Services.

22. EVENTS OUTSIDE OUR CONTROL

22.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

22.2 Events outside our control include: any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: Strikes, lock-outs or other industrial action; Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; Impossibility of the use of public or private telecommunications networks; The acts, decrees, legislation, regulations or restrictions of any government; Viruses and cyber-attacks; Power or other failure affecting any part of our servers, premises or any other part

of our service

22.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

- (a) we will contact you as soon as reasonably possible to notify you; and
- (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.
- (c) we will use our best efforts to ensure the services are provided during this period, but failure to reinstate services will not be termed a breach of anything within this *Clause 22*

22.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than 12 weeks.

22.4 To cancel please contact us. If you opt to cancel, we will refund the price you have paid, less the charges reasonably and actually incurred by us in performing the Services up to the date of the occurrence of the Event Outside Our Control.

23. TERMINATION

23.1 You agree that Write Example Resources Ltd, in its sole discretion and without liability to you or any third party, may suspend or terminate, with or without notice, the Website and/or any of its Services or any part of it or any of your passwords or accounts (or any part(s) thereof or related files and information) within the Service, and may remove and discard any Content within the Service, for any reason, including, without limitation, for lack of use or if Write Example Resources Ltd Limited believes that you have violated or acted inconsistently with the letter or spirit of these Terms and Conditions.

23.2 Where there is a breach of these Terms and Conditions, the rights described in this paragraph are not Write Example Resources Ltd's only remedy and Write Example Resources Ltd may take any other action we reasonably deem appropriate in connection with such breach.

24. COMMUNICATIONS BETWEEN US

24.1 When we refer to "in writing" in these Terms, this includes email.

24.2 Any notice or other communication given by one of us to the other under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

24.3 A notice or other communication is deemed to have been received:

- (a) if delivered personally, on signature of a delivery receipt [or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or
- (c) if sent by email, at 9.00 am the next working day after transmission.

24.4 In proving the service of any notice, it will be enough to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email

address of the addressee.

24.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

25. GENERAL

25.1 Assignment and Transfer. We may assign or transfer our rights and obligations under the Contract to another entity but will always notify you in writing or by posting on this webpage if this happens. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

25.2 Variation. Any variation of the Contract only has effect if it is in writing and signed by you and us or our respective authorised representatives.

25.3 Invalidity. If any part of these Terms and Conditions is unenforceable (*including any provision in which We exclude our liability to You*) the enforceability of any other part of these conditions will not be affected.

24.4 Waiver. If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you. No delay or failure by Write Example Resources Ltd to exercise any of its powers, rights or remedies under this agreement shall operate as a waiver of them nor shall any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver, to be effective, must be in writing.

24.5 Severance. Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

24.6 Third party rights. The Contract is between you and us. No other person has any rights to enforce any of its terms.

24.7 Governing law and jurisdiction. The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

SCHEDULE 1

MEMBERSHIP SERVICE ACCOUNTS SPECIFIC TERMS

1. GENERAL

1.1 Contacting us. To contact us via our customer service team at info@writeexample.co.uk.

1.2 Write Example Resources Ltd provides a resource membership service upon payment of a fee as specified on the Website. The term 'Services' 'Products' 'Resources' 'Teaching Resources' may also refer to downloadable teaching resources from the Website.

1.3 Membership Services – may also be referred to as 'Membership Accounts' or 'Membership Services Accounts'

1.4 You agree that a breach of any of the general Terms and Conditions will lead to Your access to the Membership Service being immediately suspended. It is at Write Example Resources Ltd's absolute discretion as to whether Your account will be reinstated.

1.5 These *Schedule 1* terms are in addition to and to be read in conjunction with the General Terms. Where there is a conflict between the General Terms, the *Schedule 1* terms shall prevail, but such conflict will not invalidate non-conflicting terms.

2. REGISTRATION

2.2 Certain aspects of the Membership Service may require You to register and provide information about Yourself. You agree to:

(a) provide true, accurate, current and complete information about Yourself as prompted by the relevant registration form contained on the Website (*such information being the Registration Data*) and

(b) maintain and promptly update the Registration Data (*by emailing Us*) to keep it true, accurate, current and complete and We shall not be liable for any loss suffered by Your non-compliance with this provision.

2.3 The registration processes will involve You providing a password and We shall provide You with a designated account. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under Your password or account. You agree to (a) immediately notify Write Example Resources Ltd of any unauthorised use of Your password or account and any other breach of security, and (b) ensure that You exit from Your account at the end of each session. Write Example Resources Ltd cannot and will not be liable for any loss or damage arising from Your failure to comply with this obligation.

2.4 You must be over 18 to take out a subscription to the Membership Service.

2.5 An individual under 18 may use the website if they have the consent of their parent or guardian or their teacher if they are using the website in an educational context.

2.6 By allowing an individual under 18 to use the website in any way, you agree to provide us on request with the required consent in a format to be determined by Us at our absolute discretion.

2.7 By allowing an individual under the age of 18 to use the website in any way You are taking responsibility for exposure to all Content provided by any Write Example Resources Ltd Services.

2.5 It is your responsibility to ensure that the content is suitable for the individual under the age of 18.

3. POST-REGISTRATION OBLIGATIONS

3.1 The registration processes will involve You providing a password and We shall provide You with a designated account. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under Your password or account. You agree to:

(a) immediately notify Write Example Resources Ltd of any unauthorised use of Your password or account and any other breach of security, and

(b) ensure that You exit from Your account at the end of each session. Write Example Resources Ltd cannot and will not be liable for any loss or damage arising from Your failure to comply with this obligation.

3.2 Your individual membership subscription account is strictly for your personal use only and you may not use your account to download and print for anyone else. Write Example Resources Ltd does not allow volume printing arrangements, unless specifically agreed in writing by a Write Example Resources Ltd company director (*these will be individually negotiated*).

3.3 All Membership Subscriptions are subject to an acceptable use policy, and user accounts are monitored. If Write Example Resources Ltd considers that an excessive number of resources are being downloaded by a single account, then that account will be subject to review.

3.4 You understand and agree that We will monitor Your usage of the Membership Service to allow us to determine whether a violation has, or is, occurring.

4. INDIVIDUAL MEMBERSHIP SERVICES

4.1 A subscription to the Membership Service can only be purchased directly from Write Example Resources Ltd by paying an annual subscription fee;

4.2 The Minimum Term of our subscriptions is 12 months.

4.3 Write Example Resources Ltd retains the absolute right at their complete discretion to offer differing types of subscription packages at any time.

4.4 If You reside within the European Union, You may cancel Your order for access to the Membership Service within 14 days from the date of Your purchase and obtain a full refund by contacting Write Example Resources Ltd at info@writeexample.co.uk unless You have started to download any resources from the Website within the Membership Service.

4.5 Once You have started to download any such resources, you cannot cancel Your order, and You will not receive a full or partial refund for Your order.

4.6 By placing an order to subscribe to the Membership Service, you acknowledge and provide Your consent to this.

5. ANNUAL SUBSCRIPTIONS

5.1 You will be charged the rate stated at the time of purchase, plus applicable *taxes (such as value added tax when the stated rate doesn't include VAT)*, for the duration of the Minimum Term.

5.2 If the applicable VAT rate (or other included tax or duty) changes during the Minimum Period, the tax-inclusive price will adjust accordingly.

5.3 At the end of the Minimum Term, Your Membership Service Order will renew automatically for another 12 months until You or We cancel.

5.4 At the end of the Minimum Term, Your Membership Service Order will, at our sole and absolute discretion, either renew automatically for another 12 months until You or We cancel it or and Your access to the Membership Service may cease until You take the actions prescribed by Us to renew Your Membership Service.

5.5 If Your Membership Service renews automatically, at the end of Your first Minimum Term We may charge You, at our sole and absolute discretion, the rate You paid when You first subscribed to the Membership Service or the then current annual rate for the Membership Service level you have access to.

5.6 We reserve the right to change pricing and or availability in respect of any of the services in this clause for any reason and without notice.

5.7 Once you subscribe your payments will renew automatically on a year to year basis. You will be billed each year until you cancel your subscription with PayPal or by contacting Write Example Resources Ltd by email. It is your responsibility to

cancel your annual subscription (via your own PayPal account) if you no longer wish to be a member of Write Example Resources Ltd. Outstanding payment can be collected if there has been no cancellation.

5.8 In order to avoid being charged for the next annual cycle cancellations via PayPal must be made three days before payment is due.

5.9 Fees for subscription to Write Example Resources Ltd are non-refundable. You may cancel your membership at any time. But you will not receive a refund for any fees previously paid.

5.10 For your safety, credit/debit card details are not stored nor shared with third parties. Payment transactions are processed via PayPal and You are encouraged to read the terms and conditions for any financial transactions with either of these companies.

6. SCHOOL MEMBERSHIP SERVICE

6.1 The term School Membership Services refers to more than one Individual Membership Service account purchased by the Subscribing School as a package deal. School Membership Services are subject to all Write Example Resources Ltd including Individual Membership Services.

6.2 The Order constitutes an offer by the Subscribing School to purchase School Membership Services in accordance with all Write Example Resources Ltd Terms and Conditions.

6.3 All Individual Membership Services which are part of a School Membership Service are subject to all Terms and Conditions.

6.4 The Order shall only be deemed to be accepted when Write Example Resources Ltd grants access to users to the School Membership Services, which will usually be on the Commencement Date. Passwords will be issued via an email to school's chosen contact.

6.5 The Order constitutes the entire agreement between the Subscribing School and Write Example Resources Ltd. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Write Example Resources Ltd which is not set out in the Order.

6.6 Any samples, drawings, descriptive matter or advertising issued by the Write Example Resources Ltd and any illustrations or descriptions of the Services contained in the Write Example Resources Ltd's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Order or have any contractual force.

6.7 Any quotation given by Write Example Resources Ltd shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

7. SUBSCRIBING SCHOOL'S OBLIGATIONS

7.1 Upon confirmation of your subscription you shall:

(a) ensure that the terms of the Order are complete and accurate;

(b) co-operate with Write Example Resources Ltd in all matters relating to the Order;

7.2 If Write Example Resources Ltd's performance of any of its obligations in respect of the Order is prevented or delayed by any act or omission by the School or failure by School to perform any relevant obligation (Customer Default):

(a) Write Example Resources Ltd shall without limiting its other rights or remedies have the right to suspend Membership Subscriptions until any Customer Default is remedied.

(b) the Write Example Resources Ltd shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Write Example Resources Ltd's failure or delay to perform any of its obligations.

(c) You shall reimburse the Write Example Resources Ltd on written demand for any costs or losses sustained or incurred by the Write Example Resources Ltd arising directly or indirectly from Customer Default.

8. CHARGES AND PAYMENT

8.1 The price for School Membership Services Package shall be the price set out in the Order.

8.2 You shall pay each invoice submitted by the Write Example Resources Ltd:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account stated on the Order.

8.3 All amounts payable by the Subscribing School under the Order are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

8.4 Where any taxable supply for VAT purposes is made under the Order by the Write Example Resources Ltd to the Subscribing School, the Subscribing School shall, on receipt of a valid VAT invoice from the Write Example Resources Ltd, pay to the Write Example Resources Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services.

8.5 If the Subscribing School fails to make any payment due to Write Example Resources Ltd under the Order by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Subscribing School shall pay the interest together with the overdue amount.

8.6 The Subscribing School shall pay all amounts due under the Order in full without any set-off, counterclaim, deduction or withholding except as required by law. Write Example Resources Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Subscribing School against any amount payable by Write Example Resources Ltd to the Subscribing School.

8.7 Without limiting its other rights or remedies, Write Example Resources Ltd may terminate the Order with immediate effect by giving written notice to the Subscribing School if the Subscribing School fails to pay any amount due under this Order on the due date for payment.

8.8 The Subscribing School shall immediately pay to Write Example Resources Ltd all of Write Example Resources Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Write Example Resources Ltd shall submit an invoice, which shall be payable by the Subscribing School immediately on receipt;

8.9 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Order which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

SCHEDULE 2

TERMS FOR ONLINE SCHOOL STAFF TRAINING SERVICES

1. GENERAL

1.1 These terms and conditions of business are between Write Example Resources Ltd (acting for itself and as agent on behalf of the Trainer (the Trainer) supplied by Write Example Resources Ltd and the Purchasing School.

1.2 These Terms and Conditions and all other Write Example Resources Ltd are deemed to be accepted by the Purchasing School when the Purchasing School completes and returns the registration form, completes and returns first School Staff Training session, makes first payment or whichever occurs first.

1.3 Online School Staff Training is when the Trainer delivers a Training session and is not in the same location as the School Staff.

1.4 Write Example Resources Ltd acts as an agent of the Trainer by providing introductions of Trainers to Purchasing Schools and vice versa. It also collects fees from the Purchasing School on behalf of the Trainer together with its own fee in respect of its administration commission, which is included within the hourly rate quoted for a particular Trainer and which is payable solely by the Purchasing School.

1.5 Any samples, drawings, descriptive matter or advertising issued by the Write Example Resources Ltd and any illustrations or descriptions of the Services contained in the Write Example Resources Ltd's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Order or have any contractual force.

2. ORDER & PRICING

2.1 The Order constitutes the entire agreement between the Purchasing School and Write Example Resources Ltd. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Write Example Resources Ltd which is not set out in the Order.

2.2 Number, length and frequency of School Staff Training Sessions as well as training areas covered are agreed between Write Example Resources Ltd and the Purchasing School. These details will be outlined in the Order.

2.3 Any quotation given by Write Example Resources Ltd shall not constitute an offer, and is only valid for a period of 20 Business Days from its date of issue.

2.4 Pricing will be agreed between Write Example Resources Ltd and Purchasing Schools on an individual basis and will be confirmed in writing on the Order. Prices may vary dependent on individual Purchasing School requirements.

2.5 Fees will be agreed with the Purchasing School in advance by Write Example Resources Ltd and will include the commission and registration fee that the Purchasing School agrees to pay Write Example Resources Ltd in respect of Write Example Resources Ltd services.

2.6 The Order will be emailed to the Purchasing School by Write Example Resources Ltd.

3. ORDER CANCELLATION

3.1 Both the Purchasing School and the Trainer agree to notify the other and Write Example Resources Ltd in writing at least two weeks in advance of any cancellations. Write Example Resources Ltd will try to arrange an alternative date for cancelled School Staff Training.

3.2 If the Purchasing School fails to give at least 24 hours' notice of cancellation to the Trainer, the Minimum Fee will be charged. The Minimum Fee is 50% of the total amount for training.

4. PAYMENT

4.1 Payment must be made within 14 days of the first School Staff Training session.

4.2 Write Example Resources Ltd reserves the right to change its Services and the prices of any of its Services at any time.

4.3 Payments are made via PayPal using info@writeexample.co.uk

4.4 If a Purchasing School requires paper invoices and statements then this will incur an administration charge.

5. LATE PAYMENTS

5.1 If any sums remain unpaid for 14 days, Write Example Resources Ltd will send the Purchasing School reminder emails until such sums (including interest thereon and other reasonable costs) are paid.

5.2 A charge of £15 per email will be made (which sum will be added to the overdue sum and interest charged thereon) to cover Write Example Resources Ltd administration costs. (This is to avoid the costs of collection increasing School Staff Training costs generally and affecting all Purchasing Schools.)

5.3 You shall pay each invoice submitted by the Write Example Resources Ltd:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account stated on the Order.

5.4 All amounts payable by the Purchasing School under the Order are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

5.5 Where any taxable supply for VAT purposes is made under the Order by the Write Example Resources Ltd to the Purchasing School, the Purchasing School shall, on receipt of a valid VAT invoice from the Write Example Resources Ltd, pay to the Write Example Resources Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services.

5.6 If the Purchasing School fails to make any payment due to Write Example Resources Ltd under the Order by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Purchasing School shall pay the interest together with the overdue amount.

5.7 The Purchasing School shall pay all amounts due under the Order in full without any set-off, counterclaim, deduction or withholding except as required by law. Write Example Resources Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Purchasing School against any amount payable by Write Example Resources Ltd to the Purchasing School.

5.8 Without limiting its other rights or remedies, Write Example Resources Ltd may terminate the Order with immediate effect by giving written notice to the Purchasing School if the Purchasing School fails to pay any amount due under this Order on the due date for payment.

5.9 The Purchasing School shall immediately pay to Write Example Resources Ltd all of Write Example Resources Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Write Example Resources Ltd shall submit an invoice, which shall be payable by the Purchasing School immediately on receipt;

6. TRAINER: DUTIES, WARRANTIES, OBLIGATIONS, INDEMNIFICATIONS

6.1 The Trainer is responsible for co-ordinating the School Staff Training and will request the necessary background information from the Purchasing School.

6.2 All Trainers have completed the Write Example Resources Ltd training covering how to teach using Write Example Resources Ltd teaching resources. Trainers may use their professional judgement to adapt teachings and structure of training to suit individual school's requirements. It shall be the Purchasing School's responsibility to ensure that any products, services or information available through this Website meet your specific requirements.

6.3 Write Example Resources will not be liable to the Purchasing School or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Trainer.

6.4 We do not accept any responsibility for how methods, ideas and techniques shared in the School Staff Training are applied in lessons.

6.5 The Trainer is self-employed and engaged by the Purchasing School to provide School Staff Training to the Student. The Trainer does not have power to bind Write Example Resources Ltd in any way.

6.6 Any opinion expressed by a Trainer is not necessarily an expression of the opinion of Write Example Resources Ltd.

7. PURCHASING SCHOOL'S OBLIGATIONS

7.1 In making an order of our service under these terms, you will be bound under these and all other associated obligations detail herein. Specific to this service you shall:

- (a)** ensure that the terms of the Order are complete and accurate;
- (b)** co-operate with Write Example Resources Ltd in all matters relating to the Order;

7.2 If Write Example Resources Ltd's performance of any of its obligations in respect of the Order is prevented or delayed by any act or omission by the Purchasing School or failure by Purchasing School to perform any relevant obligation (Customer Default):

- (a)** Write Example Resources Ltd shall without limiting its other rights or remedies have the right to suspend School Staff Training until any Customer Default is remedied.
- (b)** the Write Example Resources Ltd shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Write Example Resources Ltd's failure or delay to perform any of its obligations.
- (c)** You shall reimburse the Write Example Resources Ltd on written demand for any costs or losses sustained or incurred by the Write Example Resources Ltd arising directly or indirectly from Customer Default.

8. COMPLAINTS & REPLACEMENTS

8.1 If the Purchasing School requests a replacement Trainer because they are not satisfied with the original Trainer assigned to them, Write Example Resources Ltd will endeavour to find a suitable replacement.

8.2 Provided the replacement Trainer meets Write Example Resources Ltd criteria for suitability for the job in terms of subject and level knowledge and is available at the same time or another time convenient for the Purchasing School, then Write Example Resources Ltd has fulfilled its obligations and no refunds can be granted if the Purchasing School wishes to terminate lessons.

9. NON-SOLICITATION

9.1 Purchasing Schools are not permitted to make private arrangements for School Staff Training with Trainers introduced by Write Example Resources Ltd which includes payment of fees for such sessions otherwise than to Write Example Resources Ltd in accordance with all its Terms and Conditions.

9.2 In the event that the Trainer pursuant to such a private arrangement provides such School Staff Training or the Purchasing School introduces the Trainer to other people who then make such arrangements bypassing Write Example Resources Ltd, the Purchasing School will be responsible to pay the commission that Write Example Resources Ltd has thus lost.

SCHEDULE 3 TUTORING SERVICES

1. GENERAL

1.1 These terms and conditions of business are between Write Example Resources Ltd (acting for itself and as agent on behalf of the Tutor (the Tutor) supplied by Write Example Resources Ltd and the Client.

1.2 The term "Client" may refer to purchaser of tuition sessions from a Tutor provided by Write Example Resources Ltd. The term "Student" refers to the individual nominated for tuition by the Client.

1.3 These Terms and Conditions and all other Write Example Resources Ltd are deemed to be accepted by the Client when the Client completes and returns the registration form, completes and returns first tuition session, makes first payment or whichever occurs first.

1.4 Online tuition is when the tutor tutors a student where tutor and student are not in the same location.

1.5 A Tutor will be deemed to have been introduced by the Client by Write Example Resources Ltd in the event that either the name of the Tutor is provided by the Client by Write Example Resources Ltd following the request for a Tutor by the Client, or Write Example Resources Ltd arranges for a Tutor to contact the Client following such request for a Tutor provided by the Client to Write Example Resources Ltd.

1.6 Write Example Resources Ltd acts as an agent of the Tutor by providing introductions of Tutors to Clients and vice versa. It also collects fees from the Client on behalf of the Tutor together with its own fee in respect of its administration commission, which is included within the hourly rate quoted for a particular Tutor and which is payable solely by the Client.

1.7 The Tutor is self-employed and engaged by the Client to provide tuition to the Student. The Tutor does not have power to bind Write Example Resources Ltd in any way.

2. ORDER

2.1 The Order constitutes the entire agreement between the Client and Write Example Resources Ltd. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Write Example Resources Ltd which is not set out in the Order.

2.2 Any samples, drawings, descriptive matter or advertising issued by the Write Example Resources Ltd and any illustrations or descriptions of the Services contained in the Write Example Resources Ltd's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Order or have any contractual force.

2.3 Any quotation given by Write Example Resources Ltd shall not constitute an offer and is only valid for a period of 20 Business Days from its date of issue.

2.3 A minimum commitment and payment of one session at 55 minutes is required.

2.4 The Order will be emailed to the Client by Write Example Resources Ltd.

3. PRICING/CHARGES & PAYMENT

3.1 Pricing will be agreed between Write Example Resources Ltd and Clients on an individual basis and will be confirmed in writing on the Order.

3.2 Prices may vary dependent on individual Client requirements and number of Students attending the tuition session. Fees will be agreed with the Client in advance by Write Example Resources Ltd and will include the commission and registration fee that the Client agrees to pay Write Example Resources Ltd in respect of Write Example Resources Ltd services.

3.3 You shall pay each invoice submitted by the Write Example Resources Ltd:

(a) within 14 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account stated on the Order.

3.4 All amounts payable by the Client under the Order are exclusive of amounts in respect of value added tax chargeable from time to time (VAT).

3.5 Where any taxable supply for VAT purposes is made under the Order by the Write Example Resources Ltd to the Client, the Client shall, on receipt of a valid VAT invoice from the Write Example Resources Ltd, pay to the Write Example Resources Ltd such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services.

3.6 Payment must be made prior to the commencement of the first session after the free introductory session with the Tutor. All other sessions must be paid for before commencement of the session.

3.7 Write Example Resources Ltd reserves the right to change its Services and the prices of any of its Services at any time.

3.8 Payments are made via PayPal using info@writeexample.co.uk

3.9 If a Client requires paper invoices and statements then this will incur an administration charge.

4. LATE PAYMENT

4.1 If any sums remain unpaid for 14 days, Write Example Resources Ltd will send the Client reminder emails until such sums (*including interest thereon and other reasonable costs*) are paid.

4.2 A charge of £15 per email will be made (which sum will be added to the overdue sum and interest charged thereon) to cover Write Example Resources Ltd administration costs. (*This is to avoid the costs of collection increasing tuition costs generally and affecting all Clients.*)

4.3 If the Client fails to make any payment due to Write Example Resources Ltd under the Order by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

4.4 The Client shall pay all amounts due under the Order in full without any set-off, counterclaim, deduction or withholding except as required by law. Write Example Resources Ltd may, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by Write Example Resources Ltd to the Client.

4.5 Without limiting its other rights or remedies, Write Example Resources Ltd may terminate the Order with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under this Order on the due date for payment.

4.6 The Client shall immediately pay to Write Example Resources Ltd all of Write Example Resources Ltd's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Write Example Resources Ltd shall submit an invoice, which shall be payable by the Client immediately on receipt;

4.7 The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Order which existed at or before the date of termination or expiry; and clauses which expressly or by implication have effect after termination shall continue in full force and effect.

5. REARRANGMENT OR CANCELLATION OF SERVICE

5.1 Both the Client and the Tutor agree to notify the other at least two weeks in advance of any holiday commitments they may have; and any changes to the tuition timetable necessary because of illness at the earliest possible opportunity.

5.2 The Client and the Tutor will try to arrange an alternative date for cancelled tuition.

5.3 If the Client fails to give at least 24 hours' notice of cancellation to the Tutor, the Minimum Fee will be charged. The Minimum Fee is the contractual hourly rate of charge.

5.4 If the Client wishes to terminate the tuition, the Client must give at least one week's notice to the Tutor and to Write Example Resources Ltd in writing by email to info@writeexample.co.uk

6. TUTOR: WARRANTIES, OBLIGATIONS, INDEMNIFICATIONS

6.1 All tutors have completed the Write Example Resources Ltd training covering how to teach using Write Example Resources Ltd teaching resources. Tutors may use their professional judgement to adapt teachings and structure of lessons to suit an individual learner.

6.2 All tutors will have an up to date criminal records check, this will be regularly reviewed in accordance with child protection best measures and guidance

6.3 In the case of Students under the age of 18 years, a responsible adult (other than the Tutor) must be present at the premises at all times during the online tuition session.

6.4 The Tutor is engaged by the Client only to provide tuition and is not responsible for the safety, welfare, well being or care of minor Students or for the protection of any person's property.

6.5 Write Example Resources will not be liable to the Client or any third party for any act, omission or error (whether wilful, negligent or otherwise) of the Tutor.

6.6 Any opinion expressed by a Tutor is not necessarily an expression of the opinion of Write Example Resources Ltd

7. TUTOR: DUTIES

7.1 A single introductory 30 minute session is available free of charge per Student. Write Example Resources Ltd have the right to change this offer at any time without warning.

7.2 Tuition normally consists of 55 minute sessions. Shorter or longer sessions should be agreed in advance between Client and Tutor. Online platform, amount of homework, amount of email support, topics covered are agreed between the Client and Tutor.

7.3 The Tutor is responsible for co-ordinating the tuition and will request the necessary background information from the Client and/or student nominated by the Client from time to time.

7.4 Provision of exercise and textbooks is the responsibility of the Client and will be supplied by the Client

8. CLIENT'S OBLIGATIONS

8.1 You shall:

- (a)** ensure that the terms of the Order are complete and accurate;
- (b)** co-operate with Write Example Resources Ltd in all matters relating to the Order;

8.2 If Write Example Resources Ltd's performance of any of its obligations in respect of the Order is prevented or delayed by any act or omission by the Client or failure by Client to perform any relevant obligation (Customer Default):

- (a)** Write Example Resources Ltd shall without limiting its other rights or remedies have the right to suspend Tuition until any Customer Default is remedied.
- (b)** the Write Example Resources Ltd shall not be liable for any costs or losses sustained or incurred by You arising directly or indirectly from the Write Example Resources Ltd's failure or delay to perform any of its obligations.
- (c)** You shall reimburse the Write Example Resources Ltd on written demand for any costs or losses sustained or incurred by the Write Example Resources Ltd arising directly or indirectly from Customer Default.

9. COMPLAINTS AND REPLACEMENT

9.1 If the Client requests a replacement Tutor because they are not satisfied with the original Tutor assigned to them, Write Example Resources Ltd will endeavour to find a suitable replacement with regard to the level and subject for which tuition is required.

9.2 Provided the replacement Tutor meets Write Example Resources Ltd criteria for suitability for the job in terms of subject and level knowledge and is available at the same time or another time convenient for the Client, then Write Example Resources Ltd has fulfilled its obligations and no refunds can be granted if the Client wishes to terminate lessons.

10. NON-SOLICITATION

10.1 Clients are not permitted to make private arrangements for tuition with Tutors introduced by Write Example Resources Ltd which includes payment of fees for such sessions otherwise than to Write Example Resources Ltd in accordance with all its Terms and Conditions.

10.2 In the event that the Tutor pursuant to such a private arrangement provides such tuition or the Client introduces the Tutor to other people who then make such arrangements bypassing Write Example Resources Ltd, the Client will be responsible to pay the commission that Write Example Resources Ltd has thus lost.

11. ASSIGNMENT AND OTHER DEALINGS

11.1 Write Example Resources Ltd may at any time assign, transfer, charge, subcontractor or deal in any other manner with all or any of its rights under the Order and may subcontractor or delegate in any manner any or all of its obligations under the Order to any third party.

11.2 You shall not, without the prior written consent of the Write Example Resources Ltd, assign, transfer, charge, subcontractor, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Order.