



OUR TERMS

1. **These Terms**

These are the terms and conditions upon which you agree to join Switched On as a member (**Membership**) in order to receive the services set out in these terms.

2. **Information About Us and How to Contact Us**

2.1 We are Switch the Play CIC a Community Investment Company established in England and Wales. Our company registration number is **09369073** and our registered office is at 10 Church Road, Cheadle Hulme, Cheadle, Cheshire, United Kingdom, SK8 7JU.

2.2 **“Writing” includes emails.** When we use the words “writing” or “written” in these terms, this includes emails.

3. **Our Contract With You**

3.1 Our acceptance of your order for Membership will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we are unable to accept your order for any reason, we will inform you of this and will not charge you for your Membership.

4. **Your Membership**

4.1 If you have any questions or complaints about your Membership or the rights or services being provided, please contact us. You can email us at switchedon@switchtheplay.com.

4.2 The rights and services you will benefit from as part of your Membership will depend on the level of Membership you purchase: Bronze, Silver, Gold or Athlete Journey.

4.3 We will provide you with the rights and services attaching to your level of Membership which are set out on the order page at the time you confirm your order throughout the Initial Period and during any Extended Period (as defined in clause 8 below).

4.4 We will supply the rights and services to you until your Membership ends in accordance with these terms.

4.5 If our supply of the rights or services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

4.6 We may change or suspend the rights or services which attach to your level of Membership:

4.6.1 to reflect changes in relevant laws and regulatory requirements;

4.6.2 where we are reliant on any third party to provide such rights or services, and such third party has withdrawn their support to us;

4.6.3 to make any changes to the rights or services requested by you; and

4.6.4 to implement minor technical adjustments and improvements, for example to address any security or technical issues.

4.7 If you do not allow us or any third party access to your property or any other property which we or any third party need access to in order to perform the rights or services to you, we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to



contact you or re-arrange access to such property we may end your Membership and clause 6.2 will apply.

- 4.8 If you do not, within a reasonable period of us asking, provide us with any information we require in order to provide you with the rights or services (including keeping your contact information fully accurate and up to date), or if you give us incomplete or incorrect information, we may either end the contract (and clause 6.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for any delay or failure in supplying the rights or services caused by your failure.
- 4.9 At all times when exercising your rights and obligations under your Membership and these terms (including using your Wakelet profile), you must:
- 4.9.1 not carry out any act or omission which in any way breaches any applicable laws, is unlawful or fraudulent, or is harmful or attempting to be harmful to minors in any way;
 - 4.9.2 not use your Wakelet profile in a manner which does not comply with Wakelet's rules and terms of service from time to time in force;
 - 4.9.3 not use your Wakelet profile to post content or send messages, and not post or deliver any other content or send any other messages while directly or indirectly using the Switched On brand, which:
 - 4.9.3.1 are inaccurate, misleading, defamatory, obscene, offensive, hateful or inflammatory;
 - 4.9.3.2 are likely to harass, upset, embarrass, alarm or annoy any other person;
 - 4.9.3.3 are threatening or abusive, or invades another person's privacy, or cause annoyance, inconvenience or needless anxiety to another person;
 - 4.9.3.4 promote sexually explicit material, violence, terrorism, discrimination, or any illegal activity;
 - 4.9.3.5 we reasonably consider to be immoral, unethical or against our values; or
 - 4.9.3.6 infringe (or encourage or assist any third party to infringe) the copyright, trade mark or any other intellectual property rights of any third party.
- 4.10 You must not make any statements or act in a manner which:
- 4.10.1 brings us or any of our other members into disrepute;
 - 4.10.2 is in any way defamatory of us or any of our other members; or
 - 4.10.3 is in any way likely to intimidate, harass, upset, embarrass, alarm or annoy any of our other members.
- 4.11 You confirm that, at the time of your order, you are either:
- 4.11.1 over the age of 16; or
 - 4.11.2 a parent of a child under 16 and that you agree to these terms on your child's behalf and will be responsible for your child's compliance with such terms.
- 4.12 You will indemnify us for any losses we incur as a result of your breach of clauses 4.8, 4.9, 4.10 and 4.11.



5. **Right to Cancel (Consumer Contracts Regulations 2013)**

- 5.1 You are entitled to cancel your Membership at any time within 14 days and receive a full refund. This 14 day period starts after the day we email you to confirm we accept your order.
- 5.2 To end your Membership and this contract under clause 5.1, please let us know by emailing us at switchedon@switchtheplay.com Please provide your name, home address, details of the order and, where available, your phone number and email address;
- 5.3 We will refund you the price you paid by the method you used for payment.
- 5.4 If you are exercising your right to change your mind:
 - 5.4.1 we may reduce your refund of the price to reflect any reduction in the value of any goods provided, if this has been caused by your handling them in a way which would not be permitted in a shop. If we refund you the price paid before we are able to inspect the goods and later discover you have handled them in an unacceptable way, you must pay us an appropriate amount; and
 - 5.4.2 where the product is a service, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.
- 5.5 We will make any refunds due to you as soon as possible, and in any event within 14 days of your telling us you have changed your mind.

6. **Our Rights to End the Contract**

- 6.1 We may terminate or suspend (at our option) your Membership and this contract at any time by writing to you if:
 - 6.1.1 you do not make payment of the price in accordance with clause 7.3 below; and/or
 - 6.1.2 you materially breach any term of these terms.
- 6.2 If we end or suspend the contract in the situations set out in clause 6.1, you will not be entitled to any refund of any amounts already paid by you in relation to your Membership.
- 6.3 For the purpose of clause 6.1.2, any breach of clauses 4.8, 4.9, 4.10 or 4.11 shall be deemed to be a material breach.

7. **Price and Payment**

- 7.1 The price (which excludes VAT) will be the price indicated on the order page attaching to your level of Membership when you placed your order, subject to any increases pursuant to clause 7.2.
- 7.2 We are entitled to increase the price to take effect on the first day of any Extended Period provided that we give to you not less than 30 days' written notice of any such increase.
- 7.3 We accept payment with credit or debit card via the link which is provided to you by email after you place your order or under clause 8.3 below. You must pay the price in full within 7 days of the link being emailed to you (or such other payment terms as we agree with you in writing). If you do not do so then we will be entitled at our option to terminate your Membership and this contract immediately by giving you notice in writing.
- 7.4 No discounts or refunds of the price shall be made if you fail to exercise or receive any of the rights or services to which you are entitled during the term of your Membership.



8. **Term of your Membership**

- 8.1 Your Membership shall commence on the date set out in clause 3.1 above and (unless it is terminated earlier or extended under these terms) shall continue for an initial period of 12 months (**Initial Period**).
- 8.2 At the end of the Initial Period and any Extended Period, your Membership and this contract will automatically extend for a further period of 12 months commencing on the expiration of such Initial Period or any Extended Period (**Extended Period**), unless either party gives to the other party written notice to terminate your Membership and this contract not less than 14 days' prior to the end of such Initial Period or Extended Period.
- 8.3 If your Membership automatically extends in accordance with clause 8.2 above, we will either automatically take payment from the account details you provided, or we will provide you with a link for payment of the price payable for such Extended Period.

9. **Our Responsibility for Loss or Damage Suffered By You**

- 9.1 If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.
- 9.2 We are not responsible for any loss or damage you suffer as a result of accessing or receiving any services from third parties who we introduce to you as part of your Membership.
- 9.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so, including our liability for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation, or for breach of your other legal rights.

10. **How We May Use Your Personal Information**

- 10.1 We will use the personal information you provide to us:
- 10.1.1 to supply the products to you;
 - 10.1.2 to process your payment for the products; and
 - 10.1.3 if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 10.2 We will only give your personal information to other third parties where the law either requires or allows us to do so, or where we have your express consent.
- 10.3 We will hold any personal information you provide to us in accordance with the Data Protection Act 1998, the General Data Protection Regulation, and any other applicable data protection legislation.

11. **Other Important Terms**

- 11.1 We may amend these terms from time to time. We will notify you of any significant or material amendments by providing you with an updated copy of these terms at the time of amendment. The up to date terms will be available via our website and any emails we send to you.
- 11.2 We may transfer your Membership and our rights and obligations under these terms to another organisation.
- 11.3 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.



- 11.4 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 11.5 Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 11.6 If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to honour your Membership, we can still require you to make the payment at a later date.
- 11.7 These terms and your Membership are governed by English law and you can bring legal proceedings in respect of these terms or your Membership in the English courts.