

## Terms of Service

**SECTION 1** – applies to End Users.

**SECTION 2** – applies in addition to Section 1, but only if you purchase a (or sign up for a free) subscription to the Service on behalf of your community scheme.

**Administrator** – any person who purchases a subscription, or signs up for a free subscription, as the case may be, and anyone authorised by that person from time to time to administer and/or manage a community scheme through the Service.

**End-User** – means anyone who has access to and/or makes use of the Service, and includes, for the avoidance of doubt, Administrators.

### SECTION 1

This licence agreement (“**Licence**”) is a legal agreement between you as an End User (“**your**” or “**you**”) and Community Sparx CIC (“**us**” “**our**” or “**we**”) for your use of the community scheme portal and the associated services you are purchasing, from us (as described on the relevant order page for the services you are ordering), if any, and all associated documentation, other written materials and media related thereto (the “**Service**”).

If there is any conflict between these Terms of Service and the Website Terms of Use, these Terms of Service will take precedence.

### Information about us and how to contact us.

a) **What these terms cover.**

These are the terms and conditions on which we supply the Service to you. We license use of the Service to you on the basis of this Licence. We do not sell the Service to you. We remain the owners of the Service at all times. We intend to rely on these terms and conditions and it is our intention that you will be legally bound by them when you use our website and the Service.

b) **Why you should read them.**

Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss. We advise you to print these terms and conditions and keep a copy for your future reference. **IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE SECTIONS ON DISCLAIMERS AND LIMITS ON LIABILITY IN SECTION 1 AND, IF APPLICABLE, CANCELLATION AND AUTO-RENEWAL IN SECTION 2.**

c) **Who we are.**

We are Community Sparx CIC a company registered in England and Wales. Our company registration number is 11128772 and our registered office is at 7 Foxglove Way, Cambridge, Cambridgeshire, CB4 2FY.

d) **How to contact us.**

You can contact us by writing to us at [info@communitycarscheme.org](mailto:info@communitycarscheme.org) or at our address in clause (c) above, or using the “Contact Us” button on our website [communitycarscheme.org/](http://communitycarscheme.org/) or [communitysparx.org.uk/](http://communitysparx.org.uk/).

e) **How we may contact you.**

If we have to contact you we will do so by writing to you at the email address you provided to us when you ordered a subscription for the Service, or requested further information from us or which you and/or your Administrator provided to us for the purposes of signing up as a member

of a community scheme and creating an account to use the Service.

f) **"Writing" includes emails.**

When we use the words "writing" or "written" in these terms, this includes emails.

g) **Are you a business customer or a consumer?**

In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

i) You are an individual.

ii) You are taking a license of the Service from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

**UNLESS SPECIFICALLY STATED OTHERWISE, THE TERMS APPLY REGARDLESS OF WHETHER YOU ARE A BUSINESS OR A CONSUMER.**

h) **We only sell to the UK.**

Our website is solely for the promotion of the Service in the UK.

i) The following documents also apply to your use of our Service:

i) Our [Privacy Policy](#).

ii) The [Website Terms and Conditions](#).

j) Please bear in mind, if you are not an Administrator, you will not be able to amend or cancel the subscription to the Service. You can access the Service for as long as your scheme has a subscription, and your use is subject to the terms of this Licence.

**Scope.**

You will be able to access the Service during the Effective Period (as defined in clause 3 below). Upon the conclusion of the Effective Period, you shall cease use of the Service and we may discontinue provision of the Service, provided that, in the event that your use of the Service extends beyond the actual Effective Period by mutual agreement of the parties or because of a delay by us in withdrawing access to the Service, all provisions herein shall continue to apply.

**Licence.**

In consideration of you agreeing to abide by the terms of this Licence and paying the relevant subscription fee (if applicable), we hereby grant you a non-exclusive, limited, non-transferrable, revocable (at our sole discretion), non-sub-licensable, non-assignable license to use the Service during the Effective Period solely in accordance with this Licence and the Website Terms of Use. **"Effective Period"** means the date on which you (or your scheme Administrator, as the case may be) subscribes to use the Service until the earlier of (i) the date on which your use is terminated in accordance with the terms of this Licence (ii) the date on which your (or your Administrator's) subscription to use the Service ends.

**Our rights to make changes.**

a) We may change the Service:

(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 the Service.

b) **Updates to the Service.**

We may update the Service from time to time, (e.g. by providing a new version, or updates to include improvements we have made to the Service) PROVIDED THAT the Service will continue to comply with the pre-contractual information provided to you.

**c) More significant changes to the Services and these terms.**

We will notify you in advance if we plan to make any changes to this Licence or to the Service that would reduce the functionality or render inoperative a feature or function that was available to you at the beginning of the relevant subscription period. If you are not happy with the proposed changes to the Licence or the Service you should notify us, and unless we are willing and/or able to reinstate the relevant feature or function within a reasonable period of time then you may cancel your subscription, and, if your subscription is a paid for one, we will refund you on a pro rata basis depending on the extent to which you have used the Service up until the cancellation date, or the date on which the significant change to the Service took place, whichever comes first.

**d) Updates to digital content.**

We may update, or require you to update digital content comprised in the Service, provided that the Service shall continue to comply with the pre-contractual information provided to you.

**What will happen if you do not give required information to us.**

We may need certain information from you so that we can supply the Service to you. If so, this will have been stated in the description of the Services on our website. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract 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 supplying the Service late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**Reasons we may suspend your access to the Service.**

We may suspend your access to the Service for a reasonable period of time:

- e) to deal with technical problems or make minor technical changes;
- f) to update the Service to reflect changes in relevant laws and regulatory requirements or to make the Services perform better;
- g) to update the Service to reflect improvements or upgrades (e.g. a new version of the Service, or new facilities within the Service), provided that the Service will still comply with the pre-contractual information provided to you; and
- h) to make other changes to the Service as notified by us to you in accordance with this Licence.

You will only be able to access the Service for as long as your community scheme has a subscription to the Service. Once the subscription expires, you will no longer be able to access the Service. If the person paying the subscription for your scheme fails to pay, the provision of the Service will be suspended until payment has been made. You should speak to your scheme Administrator about any subscription queries.

**Your rights if we suspend access to the Service.**

We will contact your scheme Administrator in advance to tell them we will be suspending access to the Service, unless the problem is urgent or an emergency.

**Other reasons we may suspend access.**

We may also suspend access to the Service if you breach this Licence, or our Website Terms of Use and you remain in breach within 7 days of us notifying you that you are in breach.



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### **Customer's Network.**

You acknowledge that all of your equipment and network infrastructure (including, but not limited to, routers, switches, firewalls, printers, servers, personal computers, tablets, mobile devices and other equipment) is your sole responsibility.

### **Ownership.**

You acknowledge that ownership of the Service, including any software utilised in its provision, and also including all copyrights, patent rights and all other intellectual property rights related thereto and all modifications and derivative works thereof, are and shall remain our (and/or our licensors) sole and exclusive property, and that you are granted no rights in or to the foregoing with the sole exception of the limited licence set forth in Clause 3 above.

### **Restrictions.**

You may not copy, decompile, disassemble, extract, create derivative works, or otherwise reverse engineer any part of the Service or any software utilised in the provision of the Service. You do not have the right to obtain or use any source code for such software. You do not have the right to print, copy, reproduce, distribute, sub-licence, modify or in any other manner duplicate the Service, in whole or in part.

### **Permissions.**

You agree to abide by the terms of any third party software or media included within the Service. Examples of this might include, but are not limited to, Google maps (or other maps), RSS feeds, Open Source GPL Software etc.

### **Data Protection.**

We will only use your personal information as set out in our [Privacy Policy](#).

### **Indemnification.**

#### **If you are a business customer, this clause applies to you.**

- a) You agree to use the Service at your own risk and agree to defend, indemnify, save and hold us harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees that arise directly or indirectly from our holding, using or making available information supplied by you, except to the extent that any use by us is in breach of this Licence.
- b) You also agree to indemnify, hold harmless and defend, us against any liabilities arising out of your use of the Service.

### **DISCLAIMERS.**

- a) **You are responsible for the accuracy of the information you upload to the Service and you accept it is your responsibility to obtain permission from the relevant people for any information you collect, and upload to the Service. It is up to Administrators to administer and run your community scheme in accordance with all relevant laws, rules and regulations in force from time to time. You acknowledge that we do not undertake any checks (regarding identification, fitness to drive or otherwise) on End Users who are part of any scheme, and cannot verify any information uploaded to the Service by any other End-Users. It is up to you to satisfy yourself with regards to the details of other End-Users before agreeing to any journey or other volunteering or community opportunity.**
- b) **The template documents provided to you through the Service are for guidance only. They are intended as a tool to help you make use of and/or manage your community scheme and we do not guarantee or warrant that they are fit for any particular purpose. They are not intended to amount to advice on which you should rely or a guarantee that your community scheme will be legally compliant if you use the documents. You should obtain professional or specialist advice before taking or refraining from, any action in relation to your particular community scheme, and what is required for your scheme to be legally compliant.**

- c) You acknowledge that the Service has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Service as described on our website or in any trial that you conduct meet your requirements.
- d) The Service may be temporarily suspended due to an emergency, or if our systems used to provide the Service are under repair or maintenance, or due to the unavailability of external infrastructure, for example, internet outages.

**If you are a business customer the following sub-clauses e to h will also apply:**

- e) The Service is provided on an 'as-is' basis. We do not guarantee that the Service, or any content on it, will always be available, or available at any particular time, or that your use of the Service will be uninterrupted or that the Service will be error-free, or virus-free.
- f) You acknowledge that the Service may include untested software, bugs, back-doors, viruses and other errors, may be subject to interruptions, may have limited functionality, may not process data properly and may not support your requirements. To the extent permitted by law, we do not give any warranties concerning the quality or accuracy of any outputs or reports provided by the Service.
- g) To the extent permitted under applicable law, we disclaim any warranties, express or implied, including without limitation any warranty as to merchantability or fitness for a particular purpose.
- h) To the extent permissible by applicable law, all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**Feedback.**

It is understood, acknowledged and agreed upon that you may provide us with suggestions, comments and feedback regarding the Service, including but not limited to its usability, bug reports, and testing results if requested by us. We retain all rights to such feedback. You authorise us to use the feedback provided as we wish with no compensation to you, provided that if there is any Personal Information in your feedback, we will only use it as set out in our Privacy and Cookie Policy.

**LIMITATION OF LIABILITY.**

- a) Nothing in these terms shall limit or exclude our liability for:
  - (i) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
  - (ii) fraud or fraudulent misrepresentation;
  - (iii) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - (iv) any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- b) The Service is provided to you as a mechanism to manage your details in relation to a community scheme which you are part of and for Administrators to manage a community scheme. We shall have **no liability** for accidents, incidents or other issues arising from the use of such community scheme by End Users, or by virtue of any act or omission of any End Users, (except to the extent any such liability was caused by our breach of this Licence or our failure to use reasonable care and skill in providing the Service).

**If you are a consumer customer, the following sub clauses c to e shall also apply.**

- c) **Subject** to the other provisions of this clause, if we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching this Licence or our failing to use reasonable care and skill in the provision of the Service.

- d) If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- e) We are not liable for business losses. We only supply the Service for domestic and private use. If you use the Service for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

**If you are a business customer, the following sub clauses f and g shall also apply.**

- f) With the exception of your indemnity obligations hereunder, and subject to clause 18(a) in no event will either party be liable for any lost profits (whether direct or indirect), business interruption, lost information, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, the cost of purchasing replacement Service(s) or software, or any indirect, incidental, special, consequential, exemplary or punitive loss or damages arising out of the performance or failure to perform under this Licence or arising under or in connection with the Service even if a party has been advised of the possibility of such damages.
- g) Subject to clause (a) Community Sparx's total aggregate liability to you, arising under or in connection with this Licence, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the subscription price paid by you for the Service or £1000 (whichever is higher).

**Problems with the Service.**

- h) If you have any questions or complaints about the Service, please contact us. In the first instance you can contact us through the website support pages, or alternatively you can write to us at [info@communitysparx.org.uk](mailto:info@communitysparx.org.uk), or at our office address set out in clause 1.c) above.
- i) **If you are a consumer** we are under a legal duty to supply the Services in conformity with this Licence and the pre-contractual information we provided to you.

**Confidentiality.**

You agree to keep the terms of this Licence and all information of a confidential nature obtained in the performance of this Licence confidential and not disclose such information to third parties without our prior written consent.

**General.**

- a) Upon cancellation of the subscription for your community scheme for any reason:
  - (i) all rights granted to you under this Licence shall cease;
  - (ii) we will remove access to the Service and we will delete your account;
  - (iii) you must cease all activities authorised by this Licence; and
  - (iv) you must immediately delete or remove any software utilised to access the Service from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Service then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- b) This Licence does not create any agency, partnership, joint venture or other profit- sharing arrangement, nor does it create an exclusive relationship between the parties.

c) **Nobody else has any rights under this contract.**

This contract is between you and us. No other person shall have any rights to enforce any of its terms.

d) **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

e) **Which laws apply to this contract and where you may bring legal proceedings if you are a business.**

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

f) **If a court finds part of this contract illegal, the rest will continue in force.**

Each of the paragraphs of these terms operates separately. If any provision or part provision of this Agreement is held to be unenforceable by a court or relevant authority, the remaining paragraphs (and the remaining part provision if applicable) will remain in full force and effect.

g) **If you are a business customer this is our entire agreement with you.**

If you are a business customer these terms, together with the Website Terms of Use and Privacy Policy constitute the entire agreement between us in relation to your purchase. 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 or negligent misstatement based on any statement in this agreement.

h) Neither party may assign this Licence without the prior written consent of the other party.

i) **Even if we delay in enforcing this contract, we can still enforce it later.**

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 provide the Service, we can still require you to make the payment at a later date.

j) **We are not responsible for delays outside our control.**

If your access to the Service is delayed or hindered 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund on a pro rata basis for the subscription you have paid for but not been able to use.



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## SECTION 2

### **How we will accept your order.**

Our acceptance of your subscription request will take place when we email you to confirm your subscription, at which point a contract will come into existence between you and us.

### **If we cannot accept your order.**

If we are unable to accept your order for a subscription, we will inform you of this and will not charge you for the Service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the Service, or because we are unable to meet a delivery deadline and/or provide the Service as described.

### **Your order number.**

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.

### **Your rights to make changes.**

If you wish to make a change to the Service you have subscribed for please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Service, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

## **Payment**

- a) You agree to pay us the applicable subscription fees as set out on our website for your use of the Service. Failure to pay the fees may result in termination of your use of the Service.
- b) If applicable, we will charge VAT. We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- c) In the case of “paid for” subscriptions for the Service, your chosen payment method will be automatically billed at the start of each subscription period (either monthly or yearly depending on the choice of subscription) and on each anniversary of the start date of your subscription thereafter (“Renewal Date”).
- d) **To avoid future charges, you should cancel your subscription at least 7 days before the relevant Renewal Date, or switch off the auto—renewal option for yearly subscriptions – see clause 10 of this Section 2 (below) for more details.**
- e) We may modify the price of any subscription, remove and/or offer certain other subscription services from time to time. We will always tell you in advance of any increase in the price of your subscription and offer you an opportunity to cancel it if you do not wish to pay the new price.

### **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 rate of 3% a year 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.



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### **What to do if you think an invoice is wrong.**

If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

### **Access to the Service.**

In addition to our rights to suspend access to the Service in Section 1 (above), we may also suspend access to the Service if you do not pay (where your subscription is a paid for one). If you do not pay us for the subscription when you are supposed to and you still do not make payment within 14 days of us reminding you that payment is due, we may suspend access to the Service until you have paid us the outstanding amounts. We will contact you to tell you we are suspending access to the Service. As well as suspending access to the Service we can also charge you interest on your overdue payments in accordance with clause 6 above.

### **Your rights if we suspend access to the Service.**

We will contact you in advance to tell you we will be suspending access to the Service, unless the problem is urgent or an emergency. If we have to suspend access to the Service for longer than 1 week in any 4 week period we will adjust the price so that the Administrator does not pay for access to the Service while it is suspended. You may contact us to end the contract for the Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 2 weeks if you have a monthly subscription, or 4 weeks if you have a yearly subscription and we will refund any sums you have paid in advance for the Service in respect of the period after you end the contract.

### **Cancellation and Auto-renewal.**

- a) **You can always end your subscription with us.** Your rights when you end the subscription will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the subscription and whether you are a consumer or business customer.
- b) **Changing your mind if you are a consumer.** Subject to Clause (c) below, if you are a consumer you have 14 days after the day we email you to confirm we accept your subscription order, or 14 days after auto-renewal takes place to change your mind in return for a full refund. You can use the model cancellation form to let us know you have changed your mind, or you can contact us via [info@communitysparx.org.uk](mailto:info@communitysparx.org.uk).
- c) **If you consent to the provision of the Service right away,** the cooling off period in clause (b) of this Section 2 above does not apply. You can still cancel in accordance with clause (e) below, but you will not receive a full refund and may have to pay us compensation (see clause (e) of this Section 2 for more details).
- d) **Ending the subscription because of something we have done or are going to do.** If you are ending a subscription for a reason set out at (i) to (v) below the subscription will end immediately and you will receive a pro rata refund based on your subscription fee for any Services which have not been provided but which you have paid for. The reasons are:
  - i) we have told you about an upcoming change to the Service or these terms which you do not agree to;
  - ii) we have told you about an error in the price or description of the Service you have ordered and you do not wish to proceed;
  - iii) there is a risk that supply of the Service may be significantly delayed because of events outside our control;

- iv) 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 4 weeks; or
  - v) you have a legal right to end the subscription because of something we have done wrong.
- e) **Cancelling your subscription.** You may terminate this Licence (and cancel your subscription) at any time, but you may not receive a full refund and we may deduct from your refund, (or charge you if you have not prepaid) a cancellation fee of reasonable compensation for the net costs we will incur as a result of your ending the subscription. Subject to payment of the cancellation fee, you will receive a pro rata refund depending on the extent to which you have used the Services up to the date of cancellation. This is different to switching off your auto-renewal for yearly subscriptions, which you may do at any time, in accordance with clause (f)(iv) below. If you want to cancel your subscription, contact us to let us know by completing the form on our website, the model cancellation form available to download [here](#) or by emailing us at [info@communitysparx.org.uk](mailto:info@communitysparx.org.uk)
- f) **Auto Renewal.**
- i) **ALL SUBSCRIPTIONS (WHETHER FREE OR PAID FOR) WILL AUTOMATICALLY RENEW ON EACH RENEWAL DATE UNLESS AND UNTIL CANCELLED.**
  - ii) **IF YOU CONSENTED TO US PROVIDING THE SERVICE STRAIGHT AWAY WHEN YOU PURCHASED YOUR INITIAL SUBSCRIPTION, THIS CONSENT APPLIES EQUALLY TO ALL RENEWAL PERIODS AS WELL. THIS MEANS THE 14 DAY COOLING OFF PERIOD DOES NOT APPLY TO SUBSCRIPTION RENEWALS, AND IF YOU CANCEL YOU WILL NOT RECEIVE A FULL REFUND AND MAY HAVE TO PAY US REASONABLE COMPENATION (see clause 10(e) of this Section 2 above).**
  - iii) If you purchase a yearly subscription, we will email you to remind you that the Renewal Date is coming up a reasonable time before the Renewal Date. If you do not want your contract to renew on the Renewal Date, you can tell us at any time. If you tell us at least 7 days in advance of the next Renewal Date that you want to cancel, your subscription will end on the day before the Renewal Date, and you will not be charged for a renewal. You will be charged for use of the Service up until that date. You will still have access to the Service up until the contract ends.
  - iv) **Switching off Auto Renewal.** You can switch off auto renewal for **yearly** subscriptions by contacting us at [info@communitysparx.org.uk](mailto:info@communitysparx.org.uk). Please provide your name, subscription number, and contact details with your request.
  - v) If you purchase a monthly subscription, you will not receive reminders about auto-renewal and auto-renewal cannot be switched off. You can cancel your subscription at any time as set out in clause 10 (e) of this Section 2 (above) though.
- g) **Our rights to end the contract.**
- We may cancel your subscription for the Service 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 7 days of us reminding you that payment is due;
  - 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 Service; or
  - iii) you breach this Licence and/or the Website Terms of Use and you remain in breach within 7 days of us notifying you that you are in breach.

h) **You must compensate us if you break the contract.**

If we end the contract in the situations set out in clause (g) you will receive a pro rata refund depending on the extent to which you have used the Services up to the date of termination, but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**We may withdraw the Service.**

We may write to you to let you know that we are going to stop providing the Service. We will let you know at least 4 weeks in advance of our stopping the supply of the Service and will refund any sums you have paid in advance for Services which will not be provided.

**How we will refund you.**

If you are entitled to a refund under these terms, we will refund you by the method you used for payment. However, **we may make deductions from the price, as described elsewhere in this Licence.**

**When we may make deduction from refunds.**

We may deduct from any refund (except where you are exercising your right to change your mind during the cooling off period and have not consented to us providing the Services immediately) 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 wanted to cancel. We may also deduct (or charge you) reasonable compensation, in accordance with the terms of this Licence.

**When your refund will be made.**

We will make any refunds due to you as soon as possible. If you are a consumer exercising your right to change your mind then your refund will be made within 14 days of your telling us you have changed your mind.

**Via Terms of Service V2, Date Published 4/11/2019**



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## THE SCHEDULE

### MODEL CANCELLATION FORM FOR CONSUMER CUSTOMERS

*(Complete and return this form only if you wish to withdraw from the contract)*

To

Community Sparx CIC

[info@communitysparx.org.uk](mailto:info@communitysparx.org.uk)

7, Foxglove Way,  
Cambridge  
CB4 2FY

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale for the supply of the following service [\*],

Ordered on [\*/received on [\*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[\*] Delete as appropriate