

# Growing Up With Yasmine and Tom subscription terms and conditions

## 1. Definitions

- 1.1** The “Resource” refers to the interactive tool “Growing Up With Yasmine and Tom”, its associated lessons plans and downloadable documents.
- 1.2** The “Supplier” refers to The Family Planning Association (FPA), the registered charity, number 250187, and a limited liability company registered in England, number 887632.
- 1.3** The “User” refers to the School, Teacher or other individual or organisation entitled to use the Resource in accordance with section 7.

## 2. Technical requirements

Growing Up With Yasmine and Tom has been designed to work best in modern internet browsers such as Chrome, Firefox, Internet Explorer 9 and above and Safari 6 and above. We cannot guarantee the resource will work properly if you do not use one of these browsers.

You will need a stable, strong internet connection. We do not recommend using the resource with mobile internet or with a weak wifi signal. FPA is not responsible for the quality of your internet connection.

Please test the resource on the system you will be using it with **within the first week of purchase** and notify us immediately of any issues.

## 3. Availability

We will make every effort to ensure our website is available at all times. If we need to carry out planned maintenance we will endeavour to do this outside of the hours 7am to 5pm, Monday to Friday and we will notify you in advance where possible.

## 4. Exclusions and limitations

- 4.1** The content has been selected on the basis of the National Curriculum in England relating to personal, social, health and economic (PSHE) education. We accept no liability should the end users feel the material is inappropriate.

**4.2** The School, and associated end-users, use this resource at their own risk, and in no event will FPA be liable to the User (except for personal injury or death resulting from FPA negligence), including loss of profits or consequential loss arising from the User's use or inability to use the Resource or from errors or deficiencies in it whether caused by negligence or otherwise. FPA's liability shall not exceed the cost of the subscription or renewal of the Resource, dependent on the stage of subscription currently active with the User.

**4.3** FPA is not responsible for issues of compatibility, conflicts or issues with other software, infrastructure or hardware, or for any security issues related to the use of the Resource.

## **5. Your subscription**

Your subscription is valid for one year from the date of processing.

You will be notified by email before the subscription expires and given the chance to renew at the current renewal price.

If your subscription expires we will keep your details on our database to allow you to easily renew if required. You can request that these details be removed by emailing [yasmineandtom@fpa.org.uk](mailto:yasmineandtom@fpa.org.uk).

## **6. Your account details**

When you subscribe to the resource we will email you further details on setting up your account, including choosing a password.

Currently we only issue one set of login details per school. These details must be shared by all staff who wish to log in to the resource.

Please ensure you enter your email address/user name and password carefully and correctly when logging in to avoid locking your account.

If you forget your password you can request a password re-set link or contact FPA to change it. If you do change your password, it is your responsibility to ensure that everyone at your school is notified of the change.

## **7. Who can use your subscription?**

You may share the login details to the resource with all staff at your school or named organisation.

You may use the resource in school/at work or at home for planning lessons.

Subscription is per school or per location. You must not share the details with anyone outside of your school or organisation. If you are a large organisation with regional locations then you must subscribe once per location.

If you subscribe as part of a school nursing team, you may use the resource in multiple schools **if we have agreed this with you.**

If we believe an account is being accessed by multiple schools or multiple offices/locations within a large organisation we reserve the right to cancel your subscription.

If a member of staff ceases to be employed by your school or organisation they have no further right to use the resource. It is the main account holder's responsibility to ensure that staff comply with these terms and conditions.

If you are unsure who you can share your details with please contact us for clarification.

You may download, store and use the PDFs included in the resource for your own personal use and that of your school or organisation while the subscription to the resource is current and active. You may not republish, retransmit, redistribute or otherwise make any part of the resource available to anyone without a subscription.

## **8. Cancelling your subscription**

Subscriptions are non-refundable, however you have the right to cancel and receive a full refund within 14 days of purchase. Any refunds issued after 14 days are at the discretion of FPA.

## **9. Technical support and any other queries**

You can contact us for support between 9.30am-4.30pm Monday to Friday. Contact [yasmineandtom@fpa.org.uk](mailto:yasmineandtom@fpa.org.uk) or call 020 7608 5240 and ask for the Digital Manager.

Technical issues will be answered as soon as possible but may take up to three working days.

## **10. Amendments**

FPA reserves to the right to adjust these terms and conditions. We will notify all current subscribers of changes to terms and conditions in advance unless technical or other issues demand an immediate change.

## **11. Copyright**

The copyright of the resource, including software, characters, lesson plans and associated materials are owned by FPA.

## **12. Applicable Law**

This agreement shall be governed by the laws of England and Wales. In the event that any provision of this Agreement shall be held by a court to be unenforceable, such provisions will be enforced to the maximum extent and the remaining portion of this Agreement shall remain in full force and effect.