

The Phonics Gamer

Terms and Conditions

1. General

- 1.1 By using this website (www.thephonicsgamer.co.uk), whether as a guest or paid subscriber, you agree to accept the terms and conditions. The Phonics Gamer Ltd reserves the right to change the terms and conditions at any time, and we will post any changes online or via email.
- 1.2 Continued use of the site after any terms and conditions have been changed, constitutes agreement of those new terms. Please take time to read the terms and conditions before registering for the use of the website.

2. About Us

- 2.1 This website, www.thephonicsgamer.co.uk is operated and owned by The Phonics Gamer Ltd, a company registered in England and Wales; company number 12761264.

3. Registration

- 3.1 When you register we will ask you for information to enable us to set up your user account. Please ensure that the email address you provide is up to date as we may send you important messages and updates there. If you change your email address please let us know so that we may update your information to enable you to continue accessing the website.
- 3.2 For information on how your information will be treated please read our [privacy policy](#). Our privacy policy forms part of this agreement, and by agreeing to the terms and conditions, you also give your acknowledgment to the way we may handle your personal data as detailed in that policy.

4. Security

- 4.1 In order to have access to the games and resources on the website, you will need to subscribe by entering the required details and registering an account. This is the same procedure regardless of whether you sign up for free or paid access. You are responsible for the secure use of your login details and you must take steps to ensure they remain safe and confidential.
- 4.2 You are also not authorised to share your login details with others so that they may access the site. New users must register their own account. If you become aware that your account is being used in an unauthorised way you must inform us immediately.

- 4.3 For different levels of subscription, particularly school level subscriptions, it will be made clear how many users are permitted to use a given login and password. It is the subscribers (the school or individual) responsibility to ensure that this number is never exceeded.
- 4.4 Whole school subscriptions are for use in schools only. It is not permitted for pupils to access the site at home using whole school subscriptions and schools must not share their login details with parents or pupils. Parents must sign up for an account should they wish their children to access the site at home.
- 4.5 The Phonics Gamer Ltd reserves the right to disable a user account should we become aware of any misuse of subscriptions, login details or any breaches to the terms and conditions.

5. Intellectual Property Rights

- 5.1 All intellectual property rights in this site including the interactive games and resources published on it are owned by The Property Gamer Limited. These works are protected by copyright law. All such rights are reserved.
- 5.2 You must not use the content (including the games and resources) on any other website or private servers without permission.
- 5.3 You may download and print the offline resources for use in educational purposes only. This includes use in the classroom or in the home. You must not use any part of the materials on this site for commercial purposes.
- 5.4 Apart from downloadable teaching resources highlighted in point 5.3 above, you may not otherwise download or copy, store in any medium (including another website), distribute, transmit, re-transmit, modify, show in public, print hard copies or photocopy any part of this site without The Phonics Gamer's prior written consent.
- 5.5 You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to our online games, and other resource content we make available, are owned by The Phonics Gamer Ltd. These rights protect all the games you see on the website, including; the game structure, names and concepts; the story contexts; character names; gameplay style; the combinations of GUIs (Graphical User Interfaces) music and character and game graphics; as well as the "look and feel" of the games. As such, you must not copy, distribute or create any derivative work from any part of the games or resources found on the website unless given permission by us to do so.

6. Access

- 6.1 Whilst we endeavour to provide a high quality service, we cannot guarantee a 100% fault free service as there are some technicalities out with our control such as internet functionality and server error. However, we will make every effort to ensure that any reported faults are repaired as soon as possible. If the technical circumstances are out with our control, we will make every effort to keep you informed of the situation via social media and/or email.

6.2 We try to ensure that our games work on as wide a range of devices and system configurations as we possibly can. However, we do not accept responsibility if a game does not work on your hardware or software system.

6.3 Hardware and software are upgrading all the time so it is your responsibility to ensure your hardware and software systems are kept up to date to ensure maximum functionality and enable your continued access to the site.

6.4 Whilst we currently provide free access to a limited range of games and resources, we reserve the right to withdraw or amend the service without notice. We are also not liable if the free site resources are unavailable at any time or for any period.

6.5 We are not responsible if for any reason the site is unavailable at any time or for any time period.

6.6 In order to carry out maintenance, repairs and improvement of the website, it may be necessary to temporarily suspend the website. If this is the case, we will give prior online notice of the suspension to service. We will also ensure, where possible that this is done outside of UK school and homework hours and we will restore the service as soon as we can.

6.7 We are not liable for the acts or omissions of telecommunications providers or internet service providers for faults in or failures of their equipment.

7. Our Liability

7.1 Whilst The Phonics Gamer endeavours to ensure that the material on the site, including free games, is a valuable educational tool bringing benefits to teachers, students and their parents / guardians, no warranties of guarantees, express or implied, is given to the effectiveness of such material as an educational or assessment tool. The Phonics Gamer does not accept any liability for any errors, omissions or erroneous conclusions being drawn for such material.

7.2 By using this website, you accept that you do so at your own risk. The Phonics Gamer will not be held liable for any loss or damage, (including, without limitation, loss of profit, production, anticipated savings or business opportunities or any type of indirect, economic or consequential loss) arising in contract, tort or otherwise, from the use of or inability to use this site. Or any material and resources contained within it, or from any action or decision taken as a result of using this site or any such material. The Phonics Gamer does not exclude or restrict liability for fraudulent misrepresentation or for death or personal injury resulting from our negligence.

8. Linking to and from the site

8.1 The Phonics Gamer may from time to time add a hypertext link to a website that we feel is useful or convenient to our end users (schools, teachers, parents and other educators). We do not endorse or accept responsibility for the content, material, products or services

contained within or accessible through such sites, and you make use of those sites at your own risk.

8.2 You are permitted to link another site to this site. However, unless we agree in writing otherwise, you must not give the impression that The Phonics Gamer is associated with or has approved or endorsed the other site.

8.3 You are not permitted to link another site to The Phonics Gamer website if it contains content that is disparaging of The Phonics Gamer or contains content or ideology that is unlawful, indecent or obscene.

8.4 If you would like to make use of the material on our website for anything else not mentioned above, please contact us by email in the first instance to discuss.

9. Subscriptions, payments and cancellations

9.1 Payments will be prepaid yearly.

9.2 Payments will be collected through PayPal (yearly) and are recurring unless you notify us of your wish to cancel. You do not need a PayPal account to make a payment. If you have any queries relating to your transaction please contact PayPal.

9.3 Renewing your subscription means you will pay the annual one-off fee before your current subscription expires.

9.4 Following the purchase of a subscription, which includes your yearly renewal, you have a fourteen-day cooling off period, starting from the date of your successful payment, during which you may cancel and receive a full refund.

9.5 You may cancel your subscription at any time during your membership by contacting us by email at support@thephonicsgamer.co.uk. However, after the fourteen-day cooling off period, if you have paid for a yearly membership, you will not be refunded for any unused portion.

9.6 Once you cancel, your subscription will not renew automatically.

9.7 It is your responsibility to maintain your PayPal subscription to The Phonics Gamer.

9.8 We reserve the right to change the amount of, or basis for determining any fees or charges. Any changes to fees will be introduced when the new charges are published on the website. This also includes any special promotions that we may decide to hold.

9.9 All online payments and refunds are subject to the terms and conditions published on the PayPal website.

9.10 Subscriptions for individual (single use) paid accounts will be created and activated after payment has been received. Users can expect to be able to access the paid content of the site within 48 hours of receiving payment.

9.11 Instant access to the free games and resources can be achieved through registering an account on the sign-up page.

10. Viruses, Hacking and other offences

10.1 You must not misuse this site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to this site, the server on which this site is stored or any server, computer or database connected to this site.

10.2 By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing our identity to them. In the event of such a breach, your right to use this site will cease immediately.

10.3 We cannot provide absolute guarantees that this site; information, content, materials (including software) or services included on or otherwise made available through this site; or e-mail sent from addresses ending @thephonicsgamer.co.uk are free from viruses or other harmful components.

10.4 We will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this site or to our downloading of any material posted on it, or on any website linked to it.

12. Contact

12.1 For any support issues relating to the website or its contents and functionality, please contact support@thephonicsgamer.co.uk