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## TERMS OF SALE

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### BACKGROUND:

These Terms of Sale, together with any and all other documents referred to herein, set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to consumers through this website, [www.freewheeldrivingschool.co.uk](http://www.freewheeldrivingschool.co.uk) ("Our Site"). Please read these Terms of Sale carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Contract"</b>	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
<b>"Paid Content"</b>	means the digital content sold by Us through Our Site;
<b>"Subscription"</b>	means a subscription to Our Site providing access to Paid Content;
<b>"Subscription Confirmation"</b>	means our acceptance and confirmation of your purchase of a Subscription;
<b>"Subscription ID"</b>	means the reference number for your Subscription; and
<b>"We/Us/Our"</b>	means Freewheel Driving School Limited, a company registered in England under 14882751, whose registered address is 33 Terminus Road, Bexhill, TN39 3LR.

### 2. Information About Us

2.1 Our Site, [www.freewheeldrivingschool.co.uk](http://www.freewheeldrivingschool.co.uk), is owned and operated by Freewheel Driving School Limited, a limited company registered in England under 14882751 whose registered address is 33 Terminus Road, Bexhill, TN39 3LR. Our VAT number is 441639395.

### 3. Age Restrictions

Consumers may only purchase Subscriptions and access Paid Content through Our Site if they are at least 17 years of age.

### 4. Business Customers

These Terms of Sale do not apply to customers purchasing Subscriptions and accessing Paid Content in the course of business.

## **5. Subscriptions, Paid Content, Pricing and Availability**

- 5.1 We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content available from Us correspond to the actual Subscription and Paid Content that you will receive.
- 5.2 Please note that sub-Clause 5.1 does not exclude Our responsibility for mistakes due to negligence on Our part and refers only to minor discrepancies. Please refer to Clause 10 if your Subscription or the Paid Content is incorrect.
- 5.3 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 14 days before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 12.1.
- 5.4 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.5 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform you at least 14 days before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 12.1.
- 5.6 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All pricing information is reviewed and updated regularly. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.11 regarding VAT, however).
- 5.8 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, we will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 7 days, We will treat your order as cancelled and notify you of this in writing.
- 5.9 If We discover an error in the price or description of your Subscription after your order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.10 If the price of a Subscription that you have ordered changes between your

order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order.

- 5.11 All prices on Our Site include VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## 6. Orders – How Contracts Are Formed

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. [Our acknowledgement of receipt of your order does not mean that we have accepted it.] Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Subscription Confirmations shall contain the following information:
- 6.4.1 Your Subscription ID;
  - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
  - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
  - 6.4.4 The duration of your Subscription (including the start date, and the [expiry] **AND/OR** [renewal date]);
  - 6.4.5 Confirmation of your acknowledgement that the Paid Content will be made available to you immediately and that you will lose your legal right to change your mind and cancel upon accessing the Paid Content as detailed below in sub-Clause 11.1;
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you as soon as possible and in any event within 28 days.
- 6.6 Any refunds under this Clause 6 will be issued to you as soon as possible, and in any event within 28 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription [unless you specifically

request that We make a refund using a different method)].

## **7. Payment**

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when we process your order and send you a Subscription Confirmation [(this usually occurs immediately and you will be shown a message confirming your payment)].
- 7.2 We accept the following methods of payment on Our Site:
  - 7.2.1 Credit card;
  - 7.2.2 Debit card;
- 7.3 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.5. If you do not make payment within 7days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.4 If you believe that We have charged you an incorrect amount, please contact Us at [contact@freewheeldriving school.co.uk](mailto:contact@freewheeldriving school.co.uk) as soon as reasonably possible to let us know. You will not be charged for Paid Content while availability is suspended.

## **8. Provision of Paid Content**

- 8.1 Paid Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until you end the Contract.
- 8.2 When you place an order for a Subscription, you will be required to expressly acknowledge that you wish the Paid Content to be made available to you immediately. You will also be required to expressly acknowledge that by accessing (e.g. downloading or streaming) the Paid Content, you will lose your legal right to cancel if you change your mind (the “cooling-off period”). Please see sub-Clause 11.1 for more information.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
  - 8.3.1 To fix technical problems or to make necessary minor technical changes;
  - 8.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
  - 8.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.5.
- 8.4 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.3, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension). [You will not be charged while availability is suspended and your Subscription will be extended by a period equivalent to the length of the suspension [(unless the period of suspension is less than 7 days)]]]. If the

suspension lasts (or We tell you that it is going to last) for more than 7 days, you may end the Contract as described below in sub-Clause 12.2.

- 8.5 We may suspend provision of the Paid Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 7 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend provision of the Paid Content, We will inform you of the suspension. You will not be charged for any Paid Content while provision is suspended.
- 8.6 Any refunds under this Clause 8 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.7 Refunds under this Clause 8 will be made using the same payment method that you used when purchasing your Subscription [unless you specifically request that We make a refund using a different method].

## **9. Licence**

- 9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for personal, non-commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
  - 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works').

## **10. Problems with the Paid Content**

- 10.1 By law, We must provide digital content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available through your Subscription does not comply, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
  - 10.1.1 If the Paid Content has faults, you will be entitled to a repair or a replacement.
  - 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to you, you may be entitled to a full or partial refund.
  - 10.1.3 If you can demonstrate that the fault has damaged your device or other digital content belonging to you because We have not used reasonable care and skill, you may be entitled to a repair or compensation. Please refer to sub-Clause 13.3 for more information.
- 10.2 [Please note that We will not be liable under this Clause 10 if We informed you

of the fault(s) or other problems with particular Paid Content before you accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned you that it may contain faults that could harm your device or other digital content); if you have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.]

- 10.3 If there is a problem with any Paid Content, please contact Us at [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk) or visit the contact page on Our Site [www.freewheeldrivingschool.co.uk](http://www.freewheeldrivingschool.co.uk) to inform our customer services department of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 28 calendar days of the day on which We agree that you are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription [unless you specifically request that We make a refund using a different method].
- 10.6 For further information on your rights as a consumer, please contact your local Citizens' Advice Bureau or Trading Standards Office.

## **11. Cancelling Your Subscription**

- 11.1 If you are a consumer, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason, including if you have changed your mind, and receive a refund. The period begins once We have sent you your Subscription Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access (e.g. download or stream) the Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.
- 11.2 After the cooling-off period, you may cancel your Subscription at any time, however subject to sub-Clause 11.3 and Clause 12, We cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.3 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 11.4 If you wish to exercise your right to cancel under this Clause 11, you may inform Us by emailing [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk). Cancellation by email or by post is effective from the date on which we receive your message. If you would prefer to contact Us directly to cancel, please use the following details:
  - 11.4.1 Email: [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk)

11.4.2 Post: 33 Terminus Road, Bexhill, TN39 3LR.;

In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

- 11.5 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.]
- 11.6 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.7 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription [unless you specifically request that We make a refund using a different method].

## **12. Your Other Rights to End the Contract**

- 12.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Content (as described in sub-Clauses 5.3 or 5.5), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Content until that date.
- 12.2 If We have suspended availability of the Paid Content for more than 7 days, or We have informed you that We are going to suspend availability for more than 7 days, you may end the Contract immediately, as described in sub-Clause 8.4. If you end the Contract for this reason, We will issue you with a full refund.
- 12.3 If there is a risk that availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. If you end the Contract for this reason, We will issue you with a partial refund.
- 12.4 If We inform you of an error in the price or description of your Subscription or the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a Partial refund.
- 12.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.
- 12.6 Refunds under this Clause 12 will be made within 14 calendar days of the date on which your cancellation becomes effective, using the same payment method that you used when purchasing your Subscription [unless you specifically request that We make a refund using a different method].
- 12.7 If you wish to exercise your right to cancel under this Clause 12, you may do so by email. If you would prefer to contact Us directly to cancel, please use the following details:
  - 12.7.1 Email: [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk);

12.7.2 Post: 33 Terminus Road, Bexhill, TN39 3LR.;

in each case, providing Us with your name, address, email address, telephone number, and Subscription ID.

- 12.8 [We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.]

### **13. Our Liability to Consumers**

- 13.1 We will be responsible for any foreseeable loss or damage that you may suffer as a result of Our breach of these Terms of Sale (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 13.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.3 If, as a result of Our failure to exercise reasonable care and skill, any digital content (including but not limited to Paid Content) from Our Site damages your device or other digital content belonging to you, We will either repair the damage or pay you appropriate compensation. Please note that We will not be liable under this provision if:
- 13.3.1 We have informed you of the problem and provided a free update designed to fix it, but you have not applied the update; or
  - 13.3.2 The damage has been caused by your own failure to follow Our instructions; or
  - 13.3.3 Your device does not meet any relevant minimum system requirements that We have made you aware of before you purchased your Subscription.
- 13.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.5 Nothing in these Terms of Sale seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

### **14. Contacting Us**

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by email at [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk), or by post at 33 Terminus Road, Bexhill, TN39 3LR.
- 14.2 For matters relating the Paid Content or your Subscription, please contact Us by email at [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk), or by post at 33 Terminus Road, Bexhill, TN39 3LR..
- 14.3 For matters relating to cancellations, please contact Us by telephone at by email at [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk), or by post at 33 Terminus



Road, Bexhill, TN39 3LR., or refer to the relevant Clauses above.

## **15. Complaints and Feedback**

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from our head office team.
- 15.3 If you wish to complain about any aspect of your dealings with Us, please contact Us in one of the following ways:
  - 15.3.1 [In writing, addressed to Miss Bryony Pegge,33 Terminus Road;]
  - 15.3.2 [By email, addressed to Miss Bryony Pegge at [contact@freewheeldrivingschool.co.uk](mailto:contact@freewheeldrivingschool.co.uk).

## **16. How We Use Your Personal Information (Data Protection)**

We will only use your personal information as set out in Our Privacy Policy and Cookie Policy, available from our website.

## **17. Other Important Terms**

- 17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.
- 17.2 [You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.
- 17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.
- 17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that/those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.
- 17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 12.1 above).

## **18. Law and Jurisdiction**

- 18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England & Wales].
- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of [England & Wales].

## **19. Attribution**

These Terms of Sale have been created using a document template from [www.simply-docs.co.uk](http://www.simply-docs.co.uk).