

Writing Sparks

Terms and Conditions & Privacy Policy

Registration and Responsible Adult responsibilities

Welcome to Writing Sparks by Night Zookeeper. Inside every Night Zookeeper product, everyone should be well cared for and feel safe, both animals and Night Zookeepers. Therefore if You are going to be an excellent Night Zookeeper You need to follow these simple rules set out here in Our Terms and Conditions. We've tried to make this simple and easy to read, with some plain English explanations along the way.

Child protection and Data protection are of prime importance to Night Zookeeper. As more fully set out below, Night Zookeeper therefore requires a Responsible Adult to act as gatekeeper for any Child using the site, and to take responsibility for monitoring any Content produced by the Child, and for making best efforts to protect Child data, identity and privacy.

On writingsparks.com, we do not collect any personal data, only anonymous user data from IP addresses using Google Analytics. However, our hope is that you will enjoy the product and decide to register on nightzookeeper.com

To do this, you will agree to the terms and conditions of that website, which can be found here: <https://www.nightzookeeper.com/terms-and-conditions>

As an Adult you may allow Children under your control and supervision to use the Services on this domain, providing that in doing so You accept the responsibilities of Responsible Adult. As Responsible Adult you accept and acknowledge that:

- The Children using the Services are under your control and supervision.

- You will monitor content produced by the Children before allowing it to be shared.

By using writingsparks.com You are telling Us that you understand, accept and are able to accept these Terms and Conditions and agree to be bound by these Terms and Conditions. If You do not accept or understand these Terms and Conditions You should not register a Night Zookeeper Account.

Rules

As a Night Zookeeper You will be expected to follow the rules of the Website. If we feel that You have violated these Terms and Conditions We reserve the right to terminate Your access. We do not monitor any websites which may make reference to Us on their pages.

Respect

We believe that being respectful to fellow Night Zookeepers is of the highest importance. When using this Website You should not submit User Materials that are or might be offensive or cause distress to another Night Zookeeper. You should not submit any Material that is considered to be illegal or may hurt somebody (this can sometimes be called unlawful, libellous and obscene). You also cannot include or submit any Material that uses a trademark of a third party or infringes copyright law. If You break these rules we reserve the right to remove Your User Materials from the Website and terminate Your Account and/or Subscription.

Giving Out Information

When using the website, ensure that Children using the Website under your supervision don't submit User Materials that include anything that has Your or their real name or any personal details of any kind. You should not pretend

to be somebody You are not, whether this is a person You know, don't know or someone You may have invented.

Browsing The Internet Safely

We may provide links to other websites from time to time. However, we do not sponsor or endorse these websites and You should check their terms and conditions fully before using their websites. Please ensure that You also refrain from using any Personal Information on various other websites that You may visit.

Ownership and Intellectual Property Rights

By "Intellectual Property Rights" what we mean is all ownership rights and interests in copyright, design right, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets and trade marks (whether registered or unregistered) and any applications therefore and other similar right.

All Intellectual Property Rights in the Website, its underlying software and technology and the Products made available through the Website belong to and vest in Us, or are licensed to Us.

Subject to these Terms and Conditions you may use the Website for your private, non-commercial, personal use only. You may not transfer, sub-license or deal in this right without our prior written permission.

These Terms and Conditions and the rights they grant, do not give You any title or rights of ownership in the Website, any Products (except to the extent they include your User Materials) or any User Materials other than your own, and should not be deemed a sale or transfer of any copyright or other right.

Copyright and Intellectual Property Rights relating to User Materials

The Intellectual Property Rights in all your User Materials therefore belongs to You to the extent that You should own it because it is your own original creation and not a substantial copy or derivative of someone else's work.

You however agree that we may use, publish, edit, modify and adapt your User Materials and those created under your supervision and You hereby grant us a non-exclusive, perpetual, unrestricted right and licence and all necessary permissions, consents and licences required for Us to use the User Materials provided by you and Intellectual Property Rights in it, in that way. Please also note the terms applicable to User Materials below.

We promise that all User Materials will be used responsibly on the Website or on any Products (as far as We are able to control such use).

All our Intellectual Property Rights are asserted and reserved. All third party trade names and trademarks are held by their respective owners and We make no warranty or representation in relation to them.

User Materials

The Website allows for the transmission, storage, retrieval and dealing with User Materials without review, selection or alteration of their content.

By using the Website You acknowledge that We have no responsibility to review any User Materials and that all User Materials are made available on the basis that We are not required to and do not exercise any control or judgement of its content.

Notwithstanding the foregoing We shall be entitled to remove or reject any User Materials and remove or suspend your ability to make or access User Materials.

You agree and undertake that You will not make available any User Materials or post to or transmit to the Website any statement or material, nor use the Website in any way, that:

- is unlawful or which gives rise to civil or criminal liability;
- promotes any illegal or unlawful activity;
- infringes any copyright or other intellectual property right of any third party or knowingly assists infringement;
- is abusive, immoral, inappropriate, defamatory, discriminatory or obscene;
- interferes with another user's use and enjoyment of the Website;
- infringes upon or violates any third party's rights, including but not limited to intellectual property rights, rights of privacy, including unauthorized disclosure of a person's name, e-mail address, physical address or phone number, and/or rights of publicity;
- contains video, photographs, or images of another person without his or her permission (or in the case of a minor, the minor's legal guardian).

We will not disclose Your Private Information when using User Materials on the Website or on any Products but We reserve the right to use Your Public Information for such use.

Privacy Policy

In accepting these Terms and Conditions You are also stating that You have read this Privacy Policy and agree with its content.

On writingsparks.com we only collect anonymous user data using Google Analytics. See Google Analytics Privacy Policy to understand their terms of service.

In Our Privacy Policy on nightzookeeper.com We have described what information We collect, how We collect it and what we do with it through and on the Website. Your privacy is important to us and any Private Information will be used in accordance with our Privacy Policy.

Purchases

You may purchase Products through the Website as follows:

When You place an order for a Product (“Order”) this will be deemed an offer to buy the Product for the price stated, subject to these Terms and Conditions.

After You have submitted your Order We will send you an e-mail to confirm that We have received it. This email confirmation will be produced automatically so that You have confirmation of your Order details. The fact that You receive an automatic confirmation does not necessarily mean that We will be able to meet your Order.

Once We have sent the confirmation email We then get to work on meeting your Order and if We can, we will arrange for each Product to be sent to the address stated in the Order process.

Returns and Refunds Policy

Except for any Product that is customised by or for You, You may at any time within 7 working days of delivery of the Product to You change your mind and cancel your Order and receive a full refund PROVIDED THAT

You return the Product to Us in its original condition and with its original packaging, at your own cost.

In the case of any Product that is customised by or for You, You will not be entitled to cancel your Order after it has been placed.

In the event of a Product is faulty or defective, please contact Us as set out below and we will provide you with a replacement copy or a refund.

Shipping and Delivery Policy

We use the Royal Mail or a reasonable alternative to send out and deliver our packages. When You Order We will do our best to create and prepare your Product for shipping within 15 working days of receiving your Order.

Payments for Products and/or Subscription Fees

All Payments made to Us are processed by Us in conjunction with a third party provider.

Payments can only be processed using the credit or debit cards acceptable to that provider from time to time or card or any other such method as we may introduce in Our sole discretion.

Payment is due from the moment an Order is accepted. We aim to debit money from your account within three working days after receiving your Order.

We reserve the right to accept or refuse any payment made in any form.

You will not be charged for any Orders that cannot be fulfilled and where appropriate we will re-credit to your account any sum debited by Us.

We cannot guarantee that a particular Product will always be available.

Please refer to the Privacy Policy regarding use of your data (including credit card data).

Your credit card company may also do security checks to confirm it is You making the Order.

All Order details and invoices will be sent to the delivery address and not the credit card billing address.

Your statutory rights are unaffected by these Terms and Conditions.

Cardholders under the age of 18 are not permitted to make any Payment to Us and we reserve the right to request confirmation of the age of any person attempting to process any Payment to Us.

Quoting And Linking writingsparks.com

If You wish to quote, link, reference or recommend Us or the Website You must not claim to have an association or affiliation with Us or the Website unless authorised by Us to do so. To request authorization please contact Us at otters@nightzookeeper.com

Questions

All questions, enquiries or complaints should be sent by email to otters@nightzookeeper.com, or by post to Wonky Star Ltd, Greenhouse, 49 Green Lanes, London, London N16 9BU, United Kingdom

If You have any ideas for the Website or the Night Zookeeper Project please contact us and We will consider it.

Liability

We are committed to the Website being used solely for educational and entertainment purposes on an “as is” basis and are liable only to provide its

services with reasonable skill and care. We do not accept liability for the Website working perfectly and accept that there may be times when the Website is unavailable. To the maximum extent permitted by law, We exclude liability for any loss or damage of any kind arising out of Your use of the Website or any information, User Materials or other items You obtained from Us, including without limitation any direct, indirect, punitive or consequential damages whether or not such arises out of any problem You may notify to Us and We shall have no liability to pay any money by way of compensation.

We do not warrant that the operation of the Website will be uninterrupted or error free.

These Terms and Conditions are subject to your statutory and common law consumer rights and shall not limit any rights You might have that may not be excluded under applicable law nor shall it exclude or limit our liability for death or personal injury resulting from neither our negligence nor any fraudulent representation.

Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all such terms and conditions are hereby excluded to the maximum extent permitted by law.

Failure to enforce any of these Terms and Conditions will not be deemed a waiver of any term or right.

If any part of these Terms and Conditions is found to be unenforceable, it will be construed as far as possible to reflect the intention and the remainder of the provisions will remain in full force and effect.

Jurisdiction

The Website is intended for and directed at the United Kingdom and no representation or warranty is made as to whether the Website complies with the regulatory regime and local laws of any other country.

Use of the Website and these Terms and Conditions are subject to the laws of England which shall exclusively govern the interpretation, application and effect of all the above permissions, exclusions, licences and conditions of use and shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

These Terms and Conditions apply to all and any use, access and availability of the Website and the purchase of all Products. Use of this Website and all of the features mentioned above means that you agree to these Terms and Conditions. If You do not agree with these Terms and Conditions You should not use this Website.

Unsolicited Information

Please do not send any advertising to Us or post anything on the Website which may be seen to be marketing Your product or services.

Definitions

The following words shall have the definitions set out below:

“Adult” - means a person over the age of 18 except that, where the country or jurisdiction of the user has established a higher age for adulthood, that higher age shall apply.

“Child (or Children)” – means a person (or people) under the age of 17.

“Content” – means any material written or drawn on the Night Zookeeper website.

“Responsible Adult” – means a Teacher or parent or Adult who accepts the responsibilities set out in these Terms and Conditions.

“Services” – means the services provided by Night Zookeeper on its website or websites.

“Account” – means a registration for the Website which allows access to, and use of the Website;

“Class” – means the name given to a school Class by a Teacher when they register that Class for the Website;

“Class Code” – means the code which may be provided to a Child by a Teacher when they permit the Child to use the Website under their supervision;

“a Night Zookeeper” – means a user of the Website who has registered an Account, or a Child participating in the Night Zookeeper Project under the supervision of a Responsible Adult.

“Night Zookeeper Project” – means all Night Zookeeper activities including all school led projects, the use of the Website and the use of all Wonky Star Ltd. Products.

“Payments” – means any payment required to be made to Us in respect of any product or service provided or sold by Us and made in accordance with these Terms and Conditions and for the avoidance of doubt such payments shall include the Subscription Fee;

“Personal Information” – means all private and personal information other than Your Public Information that may be provided to Us when You register for an Account and/or Subscription”;

“Private Information” – means Your username or class information (that You provide to Us when you register for the Website) and Your Materials and any

Materials produced by Children You have allowed to use the Website under your supervision;

“Products” – means the things you can buy through the Website such as merchandise;

“Subscription” – means a registration for the Website which incurs a Subscription Fee but which allows full access to, and use of the Website;

“Teacher” or “School Teacher” – means a person who provides education to Children, and is authorised to do so in the country or jurisdiction in which they teach.

“Termination Date” – means the date on which You cancel Your Account and/or Subscription, 7 days after We are notified that You have instructed Your nominated bank to cancel the direct debit instruction which pays Your Subscription Fee; or on which We terminate Your Account or Subscription in accordance with these Terms and Conditions;

“Terms and Conditions” – means this webpage which states all of the rules and regulations You must accept to use the Website;

“Us, We and Our” – means Wonky Star Ltd (Greenhouse, 49 Green Lanes, London, London N16 9BU, United Kingdom) the owner of the Website;

“User Materials” – means all content, creations, materials, artwork (including all paintings, drawings, sketches, photos, collages, prints and designs), stories or other creative writing pieces and all other activities uploaded or made available by You (or other users) to or from using the Website;

“Website” – means www.nightzookeeper.com and any and all related pages, sites or online programs;

“You” – means the account holder or visitor to the Website.

Updates To These Terms And Conditions

If and When We update these Terms and Conditions with material changes, you will be notified and must agree to the terms of the site before continuing your use.