
Terms and Conditions of Use

Hearo Phonics Ltd · Version 1.1 · Last updated: 10 August 2026 · Review at least annually

1. Scope and Agreement

These Terms and Conditions ("the Agreement") set out the licence granted by Hearo Phonics Ltd ("we", "us", "our", "the Company") to schools and their authorised users, including teachers and Special Educational Needs Coordinators (SENCOs) (together, "Users"), to access and use the Hearo Phonics application and associated resources ("the Platform").

By subscribing to and/or using the Platform, the subscribing school ("the School") and its Users agree to be bound by the terms of this Agreement. If you do not agree to any part of this Agreement, you must immediately cease using the Platform and notify us in writing.

2. General Provisions

2.1 Access to and use of the Platform is conditional on acceptance of and compliance with this Agreement, including all notices and disclaimers contained within it.

2.2 We reserve the right to revise and update this Agreement at any time. We will provide Schools with at least one week's written notice by email before any material changes take effect. Users may also be notified at point of login to the Platform.

2.3 All Schools must agree to our Privacy Policy, which is incorporated by reference into this Agreement. Access to and use of the Platform constitutes the School's agreement to be bound by the Privacy Policy and consent to the collection, storage, use and processing of personal information in accordance with that Privacy Policy.

2.4 All Schools must agree to comply with the Data Protection terms contained in Schedule 1 to this Agreement ("Data Protection with Schools"). Access to and use of the Platform constitutes the School's and its Users' agreement to be bound by Schedule 1.

3. Subscriptions

3.1 In order to access and use the Platform, Schools must hold a valid subscription. All access and use of the Platform is strictly limited to the School's active subscription period. If a subscription expires and a renewal has not been arranged, the School's account will be suspended.

3.2 Subscriptions are available to schools and educational institutions only and are for non-commercial educational use exclusively. Subscriptions are not transferable between schools.

3.3 Each school must hold its own separate subscription. Subscriptions may not be shared between multiple schools, including schools within the same academy trust, federation or local authority, unless expressly agreed in writing with us in advance. We reserve the right to immediately terminate an account found to be sharing access without our written permission.

3.4 Subscriptions are not automatically renewed upon expiry. Schools will be notified in advance of their subscription expiry date and given the opportunity to renew.

3.5 We reserve the right to temporarily suspend or cancel subscriptions where payment has not been received.

3.6 Refund Policy Once a subscription has been purchased, no refunds will be offered except where the goods or services are faulty and cannot be repaired or replaced, or otherwise in accordance with applicable statutory consumer protection laws.

3.7 Pricing We reserve the right to change our subscription prices upon any renewal. We will provide Schools with reasonable advance notice of any price changes. Additional charges may apply for premium content, training, bolt-ons or special educational events where these are offered beyond the scope of the standard subscription.

3.8 User Responsibilities Schools are responsible for their own internet connectivity and device charges. It is the School's responsibility to ensure that its devices and internet access are sufficient to access the Platform. Schools must ensure that all Users protect their usernames and passwords from unauthorised use.

4. Data, Privacy and Student Information

4.1 The Platform is designed for teacher and SENCO use only. Children do not interact with the Platform directly and do not have login accounts. All data relating to children is entered and managed by authorised school staff.

4.2 The Platform will collect and process the following categories of data relating to pupils:

- Pupils' names
- School name and year group
- Special educational needs and disability (SEND) information
- Phonics progress data and assessment records
- Voice recordings made for phonics assessment purposes

4.3 Special Category Data SEND information constitutes special category data under the UK General Data Protection Regulation (UK GDPR). It is the School's responsibility to ensure that it has a sufficient lawful basis, including where required obtaining explicit parental or guardian consent, before entering any SEND data into the Platform. Schools must promptly inform us if they no longer have a sufficient lawful basis for us to process any particular pupil's SEND data, so that data can be deleted.

4.4 Voice Recordings Voice recordings collected through the Platform are used solely for the purpose of phonics assessment. At the point of recording, each recording is classified as either correct or incorrect. Following this classification, all direct links between a recording and any individual pupil's personal information are permanently removed. Voice recordings are thereafter retained by us in anonymised form for the purpose of improving and developing the Platform.

4.5 Access to SEND Data SEND data entered into the Platform is accessible only to the class teacher and SENCO assigned to the relevant pupil's school account. Hearo Phonics Ltd staff will not have access to individual pupils' SEND data.

4.6 Data Retention Personal data relating to pupils will be retained for a period of three years from the date on which a pupil leaves the school, after which it will be securely deleted. Voice recordings, once anonymised at the point of collection, do not form part of this retention schedule and may be retained indefinitely in anonymised form.

4.7 End of Subscription If a School does not renew its subscription, all identifiable pupil data will be securely deleted 90 days after the expiry of the subscription. Schools will be notified before deletion occurs. Voice recordings will have already been anonymised at the point of collection and will be retained in that anonymised form.

4.8 Aggregated Data We may use anonymised and aggregated data derived from the Platform for the purposes of research and improving our products and services. No individual pupil will be identifiable from any such data.

5. Ownership of Content

5.1 All materials displayed on or produced through the Platform, including without limitation all content, text, graphics, software, tools, results derived from the use of software and tools, names, logos and trade marks (together, "Content") are protected by copyright, trade mark and other intellectual property laws.

5.2 Copyright in the Platform and all Content is owned or licensed by Hearo Phonics Ltd. Except as expressly authorised by this Agreement or by applicable legislation, Users must not:

- Adapt, copy, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of the Content; or
- Commercialise any information, products or services obtained from any part of the Content.

5.3 Schools on an active subscription may print and use downloadable resources available through the Platform for use by their staff only, and solely for the purposes of delivering phonics education to their pupils. Such materials must not be shared with third parties or used for commercial purposes.

6. Access to and Use of the Platform

6.1 Users must not access or use the Platform in any manner or for any purpose which:

- Is illegal or prohibited by any laws applicable to the User;
- Violates our rights or the rights of any third party; or
- Is prohibited by this Agreement.

6.2 Any User found to be intentionally misusing the Platform (for example, entering false data or attempting to access data beyond their authorised scope) may have their access revoked without refund.

6.3 Users must take appropriate precautions to ensure that their process for accessing the Platform does not expose their devices or data to viruses, malicious code or other forms of interference. We do not accept responsibility for any interference or damage to Users' computer systems or data arising in connection with their use of the Platform.

7. Disclaimer and Limitation of Liability

7.1 Although we have no reason to believe that any information contained within the Platform is inaccurate, we do not warrant the accuracy, adequacy or completeness of the information, nor do we undertake to keep the Platform updated at all times.

7.2 We and our directors, officers, agents, employees and contractors do not guarantee or warrant that the Platform will be uninterrupted, without delay, error-free or free of viruses. The Content is provided “as is” without warranties of any kind, express or implied.

7.3 To the fullest extent permitted by applicable law, neither we nor our directors, officers, agents, employees or contractors will be liable for any loss or damage, howsoever arising, in connection with Users’ use of or access to the Platform, the Content, or any omissions from the Content.

7.4 Nothing in this Agreement shall limit or exclude our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be limited or excluded as a matter of law.

8. Indemnity

The School agrees to indemnify us and our directors, officers, agents, employees and contractors against all losses, actions, proceedings, costs, expenses (including reasonable legal fees), claims and damages arising from any breach by the School or its Users of this Agreement.

9. Termination

9.1 We may terminate or suspend access to the Platform at any time, having given the School prior written notice. This Agreement will survive any such termination.

9.2 In the event of a serious or repeated breach of this Agreement, we reserve the right to terminate access immediately without prior notice.

10. Links to Third Party Websites

The Platform may contain links to third party websites for convenience. Such sites are not under our control and we are not responsible for their content. The inclusion of any link does not imply our endorsement of the linked site. Users access linked sites entirely at their own risk.

11. General

11.1 Governing Law This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

11.2 Severability If any provision of this Agreement is held to be invalid, unenforceable or illegal for any reason, the remaining provisions shall continue in full force and effect.

11.3 Entire Agreement This Agreement, together with the Privacy Policy and Schedule 1, constitutes the entire agreement between the School and Hearo Phonics Ltd with respect to the use of the Platform and supersedes all prior agreements and understandings.

Schedule 1 — Data Protection with Schools

This Schedule applies to school subscriptions only. When contracting with schools, the school is the “Controller” of pupil data and Hearo Phonics Ltd is the “Processor” of that data. Standard contractual terms are required between a controller and a processor under UK GDPR. For further information, please refer to our Privacy Policy.

1. Definitions

In this Schedule, the following terms have the following meanings:

- “Applicable Data Protection Law” means the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and all other applicable UK data protection legislation;
- “Company” means Hearo Phonics Ltd, registered at 12 North Road, St. Andrews, Bristol, BS6 5AE;
- “School” means the subscribing school or educational institution using the Platform;
- “School Data” means personal data relating to pupils, parents, guardians, teachers and other staff at the School, including phonics progress data and SEND information;
- “Platform” means the Hearo Phonics application, website and associated resources.

2. General Provisions

2.1 By continuing to use the Platform and providing the Company with School Data, the School agrees to the terms of this Schedule.

2.2 The School and the Company acknowledge that, for the purposes of Applicable Data Protection Law, the Company is a Processor and the School is a Controller in respect of the School Data.

2.3 Both parties shall comply with all Applicable Data Protection Law in respect of the processing of School Data.

2.4 The Company shall process School Data strictly in accordance with the documented instructions of the School (the “Permitted Purpose”), except where otherwise required by applicable law.

2.5 The School warrants that it has a sufficient lawful basis under Applicable Data Protection Law for supplying all School Data to the Company. The School shall indemnify the Company against all costs, claims, damages and liabilities arising from any failure by the School to have a sufficient lawful basis for processing School Data.

3. Special Category Data

3.1 The Platform may be used to record and process SEND information, which constitutes special category data under UK GDPR. The School is responsible for ensuring that it has obtained any necessary explicit consent from parents or guardians before entering SEND data into the Platform.

3.2 Access to SEND data within the Platform is restricted to the class teacher and SENCO assigned to the relevant pupil’s account. The Company’s staff will not access individual pupils’ SEND data.

4. International Transfers

The Company shall not transfer School Data outside of the UK or the European Economic Area (EEA) unless it has first ensured that such a transfer is compliant with Applicable Data Protection Law. Data will be stored on AWS servers located within the UK or EEA regions.

5. Confidentiality

The Company shall ensure that all persons authorised to process School Data are subject to a binding duty of confidentiality and shall process School Data only as necessary for the Permitted Purpose.

6. Security

The Company shall implement appropriate technical and organisational measures to protect School Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access, appropriate to the risks involved, including the sensitivity of SEND data.

7. Sub-contracting

7.1 The Company may appoint sub-contractors to carry out processing activities. The School authorises the Company to appoint the sub-contractors listed in Annex A to this Schedule.

7.2 The Company shall notify the School of any material changes to its sub-contractors and allow the School to object to such appointments on reasonable grounds.

7.3 Where the Company appoints a sub-contractor, it shall impose data protection obligations equivalent to those set out in this Schedule.

8. Data Subjects' Rights

The Company shall provide all reasonable and timely assistance to the School to enable the School to respond to any request from a data subject exercising their rights under Applicable Data Protection Law, including rights of access, rectification, erasure and portability.

9. Security Incidents

9.1 Upon becoming aware of a security incident affecting School Data, the Company shall notify the School without undue delay and provide all information and cooperation reasonably required to enable the School to fulfil its data breach reporting obligations.

9.2 Both parties shall take all reasonable measures to remedy or mitigate the effects of any security incident.

10. Deletion or Return of Data

10.1 Upon written request by the School, or upon expiry or termination of the subscription, the Company shall securely delete all identifiable School Data within 90 days.

10.2 This obligation does not apply to anonymised voice recordings, which will have been anonymised at the point of collection and may be retained by the Company.

10.3 This obligation shall not apply to the extent that the Company is required by UK law to retain certain data, in which case the Company shall isolate such data from any further processing.

11. Audit

11.1 The Company shall permit the School (or its appointed auditors) to audit the Company's compliance with this Schedule on reasonable written notice, no more than once in any 12-month period unless a security incident requires further review.

11.2 Any third-party auditor appointed by the School must not be a direct competitor of the Company.

12. Governing Law

This Schedule shall be governed by and construed in accordance with the laws of England and Wales.

Annex A — Authorised Sub-contractors

The following sub-contractors are authorised to process School Data on behalf of the Company:

- Amazon Web Services (AWS) — Electronic data storage and cloud server provision. Processing location: UK/EU regions. Processes child data: Yes.
- [Customer support platform to be confirmed] — Customer service and support. Processing location: [to be confirmed]. Processes child data: No.

The Company will carry out due diligence on all sub-contractors to ensure compliance with data protection obligations and will maintain a Data Processing Agreement with each.

Annex B — Data Processing Description

Data Subjects

The School Data processed by the Company concerns the following categories of data subjects:

- Pupils
- Teachers and SENCOs

Categories of Data

- School name and contact information
- Teachers' and SENCOs' names and email addresses
- Pupils' names, year groups and class information
- Pupils' SEND information (accessible to class teacher and SENCO only)
- Phonics progress records and assessment data
- Voice recordings (anonymised at point of classification — no subsequent link to pupil identity)
- Technical data collected automatically, including IP addresses, device type, browser information and login data

Purpose of Processing

School Data will be obtained, held and used by the Company solely to enable it to fulfil its obligations to the School under the subscription agreement, including the delivery of phonics progress tracking and assessment features.

This document is provided by Hearo Phonics Ltd and does not constitute legal advice. It reflects the UK GDPR, the Data Protection Act 2018 and the Data (Use and Access) Act 2025 as at August 2026.