Team Teach Ltd

Consumer Terms - Digital Courses

1 Please read these terms and conditions carefully before booking a Digital Course

- 1.1 By booking a digital training course (**Digital Course**), whether for yourself or another consumer, you confirm that you accept these terms and conditions (**Terms**) and that you agree to comply with them. If you are booking a Digital Course for another consumer, you confirm that you have their consent to do so and that you will ensure that they are made aware of and that they agree to comply with these Terms. If you do not agree to these Terms, you must not book or access the Digital Course and must contact us as set out at section 2.
- 1.2 These Terms apply when you book a Digital Course as a consumer. If your employer or another organisation is paying for your access to a Digital Course, our contract will be with that organisation and our standard terms of business will apply and not these Terms. Our standard terms of business can be accessed via our website at <u>Team Teach Terms of Business</u>. For more information contact us as set out at section 2.

2 Who we are and how to contact us

- We are Team Teach Ltd (we, us, and our), a limited company registered in England and Wales under company number 03770582 and have our registered office at Longbow House, 20 Chiswell Street, London, England, EC1Y 4TW.
- 2.2 You can contact us:
 - 2.2.1 by telephone on 020 3746 0938;
 - 2.2.2 by email at info@teamteach.com; or
 - 2.2.3 by post at Longbow House, 20 Chiswell Street, London, EC1Y 4TW.

3 Where to find information about us and our Digital Courses

You can find everything you need to know about us, Team Teach Ltd and our Digital Courses on our website <u>www.teamteach.com</u> or from our customer service team before you book a Digital Course. We also confirm the key information, including access instructions to you in writing by email after you book the Digital Course (the **Booking Confirmation**).

4 When you book a Digital Course you are agreeing that:

- 4.1 you will pay for the Digital Course before accessing it;
- 4.2 we're not responsible for delays outside our control;
- 4.3 you have a legal right to change your mind;
- 4.4 you have rights if there is something wrong with a Digital Course;
- 4.5 we can change our Digital Courses and these Terms;

- 4.6 we can suspend supply (and you have rights if we do);
- 4.7 we can withdraw Digital Courses;
- 4.8 we can end our contract with you;
- 4.9 we don't compensate you for all losses caused by us or our Digital Courses;
- 4.10 we use your personal data as set out in our Privacy Notice;
- 4.11 you have several options for resolving disputes with us;
- 4.12 other important terms apply to our contract.

5 We charge you when we accept your booking

You will be asked to pay in advance for the Digital Course as part of the order process. Access to a Digital Course will only be granted once payment has been received. If you are booking for another consumer, we will send their access credentials to you, and you must promptly and securely provide these credentials to the other consumer. You are responsible for ensuring the safe delivery of these credentials to the intended recipient.

6 You must provide us with correct information

We will email the Booking Confirmation to you. Please check this carefully. You are responsible for ensuring that you have provided us with complete and accurate information for both yourself and any other consumer for whom you are booking. If any of the information you have supplied as part of the booking process appears incorrect please update it and/or notify us immediately.

7 We're not responsible for delays outside our control

If our supply of a Digital Course is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. As long as we do this, we won't compensate you for the delay, but if the delay is likely to be substantial you can contact us using the details at section 2 to end the contract and receive a refund for any Digital Course you have paid for in advance, but not been able to access.

8 You have a legal right to change your mind

- 8.1 **Your legal right to change your mind**. You have a legal right to change your mind about your purchase of a Digital Course and receive a refund of what you paid for it. This is subject to an important condition, as set out below.
- 8.2 **When you can't change your mind**. You can't change your mind about an order for a Digital Course where you, or any other consumer for whom you have booked a Digital Course have already accessed the Digital Course.
- 8.3 **The deadline for changing your mind**. If you change your mind about a Digital Course you must let us know no later than 14 (fourteen) days after the date that you have paid for the Digital Course.

- 8.4 **How to let us know**. To let us know you want to change your mind, contact us using the details at section 2.
- 8.5 **When and how we refund you**. If you, or any other consumer for whom you have booked a Digital Course have not accessed the Digital Course for which you are seeking a refund, we refund you as soon as possible and within 14 (fourteen) days of you telling us you've changed your mind. We don't charge a fee for the refund.

9 You have rights if there is something wrong with a Digital Course

If you think there is something wrong with a Digital Course, you must contact us as set out at section 2. We honour our legal duty to provide you with services that are as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk. Remember too that you have several options for resolving disputes with us.

Summary of your key legal rights

The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

- if the Digital Course is faulty, you're entitled to have the fault repaired or receive a link to a replacement Digital Course;
- if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back; and
- if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

10 We can change our Digital Courses and these Terms

- 10.1 **Changes we can always make**. We can always change our Digital Courses:
 - 10.1.1 to reflect changes in relevant laws and regulatory requirements;
 - 10.1.2 to make minor technical adjustments and improvements, for example to address a security threat. These are changes that don't affect your use of the Digital Courses; and
 - 10.1.3 to update Digital Courses, provided that the Digital Course always matches the description of it that we provided to you before you bought it. We might ask you to install these updates.
- 10.2 **Changes we can only make if we give you notice and an option to terminate**. We can also make the following types of change to the Digital Courses or these Terms, but if we do so we'll notify you and you can then contact us to end the contract before the change takes effect and receive a refund for any Digital Courses you've paid for in advance, but not received:

- 10.2.1 significant changes to Digital Course content or delivery method;
- 10.2.2 changes to the technical requirements needed to access Digital Courses;
- 10.2.3 changes to the duration or structure of our Digital Courses;
- 10.2.4 changes to assessment methods or certification requirements.

11 We can suspend supply (and you have rights if we do)

- 11.1 We can do this to:
 - 11.1.1 deal with technical problems, perform platform maintenance, make minor technical changes, or update learning management system features;
 - 11.1.2 update the Digital Courses to reflect changes in relevant laws and regulatory requirements; or
 - 11.1.3 make changes to the Digital Courses.
- 11.2 We will try to let you know, and may allow you to terminate. We contact you in advance to tell you we're suspending a Digital Course, unless the problem is urgent or an emergency. If we suspend a Digital Course, or tell you we're going to suspend a Digital Course, for more than 30 days, you can contact us to end the contract and we'll refund any sums you've paid in advance for a Digital Course you won't receive.

12 We can end our contract with you

We can end our contract with you for a Digital Course and claim any compensation due to us (including enforcement costs) if:

- 12.1 you breach our acceptable use policy for Digital Courses, including but not limited to: recording, sharing, or distributing Digital Course content without authorisation; inappropriate behaviour in virtual sessions; attempting to circumvent Digital Course security measures; or failing to provide access credentials to the designated consumer for whom you have booked the Digital Course;
- 12.2 you share Digital Course access credentials with anyone other than the designated consumer for whom the course was legitimately purchased; or
- 12.3 you, or any other consumer for whom you have booked a Digital Course, fail to complete mandatory Digital Course requirements within the specified timeframes.

13 We don't compensate you for all losses caused by us or our Digital Courses

We're not responsible for losses you suffer caused by us breaking this contract if the loss is:

13.1 **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).

- 13.2 **Caused by a delaying event outside our control**. As long as we have taken the steps set out in section 7 (We're not responsible for delays outside our control).
- 13.3 **Avoidable**. Something you could have avoided by taking reasonable action. For example, inability to access Digital Course content due to not meeting the minimum technical requirements specified by us, failing to complete required system compatibility checks before purchase (including for any consumer for whom you are booking a Digital Course), or not following our guidance on supported browsers and devices.
- 13.4 These Terms apply only to consumers. If you are accessing our Digital Courses for the purposes of your trade, business, craft or profession, our standard terms of business apply as set out in section 1.

14 We use your personal data as set out in our Privacy Notice

How we use any personal data you give us is set out in our Privacy Notice which is available at <u>https://www.teamteach.com/policies-procedures/privacy-policy/</u>.

15 You have several options for resolving disputes with us

- 15.1 **Contact us**. If you have any complaints about our Digital Courses, please contact us first using the details set out at section 2. We will do our best to resolve any problems you have with us or our Digital Courses promptly and fairly.
- 15.2 **Resolving disputes without going to court**. Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you're not satisfied with the outcome, you can still go to court.
- 15.3 **You can go to court**. These Terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

16 Other important terms apply to our contract

- 16.1 We can transfer our contract with you, so that a different organisation is responsible for supplying the Digital Course. We'll tell you in writing if this happens and we'll ensure that the transfer won't affect your rights under the contract. If you're unhappy with the transfer you can contact us to end the contract within 30 days of us telling you about it and we will refund you any payments you've made in advance for Digital Courses not provided.
- 16.2 You can only transfer your contract with us to someone else if we agree to this. You cannot transfer your Digital Course or contract with us to someone else, as our Digital Courses are licensed for individual use only and are tied to your personal learning account. While you may purchase a Digital Course for another consumer at the time of booking, once access has been granted, the Digital Course cannot be transferred as it will be licensed to and tied to the designated consumer's personal learning account. Any unauthorised attempt to transfer or share Digital Course access may result in immediate termination of access without refund.

- 16.3 **Nobody else has any rights under this contract**. This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 16.4 **If a court invalidates some of this contract, the rest of it will still apply**. If a court or other authority decides that some of these Terms are unlawful, the rest will continue to apply.
- 16.5 **Even if we delay in enforcing this contract, we can still enforce it later**. We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.