TEAM TEACH

TERMS OF BUSINESS

These Terms of Business (**Terms**) apply to any organisations whose employees, agents, contractors, consultants, teachers, parents of children attending the organisation, or other staff (**Personnel**) access our platform and knowledge hub (**Team Teach Connect**, which term shall be deemed to include any content of or any output from the aforementioned platform and knowledge hub) and/or access our inclusion planner website (the **Planner**, which term shall be deemed to include any content of and any output from the aforementioned inclusion planner website) and/or access to a third party behaviour incident reporting tool (**Behaviour Smart**, which term shall be deemed to include any content of and any output from the aforementioned inclusion planner website) and/or attend a training course (a **Course**) provided by or on behalf of Team Teach (defined below) (the **Services**) (each organisation being referred to as an **Organisation** or **you**).

These Terms tell you who we are, how we will provide our Services to you (e.g. delivery of Courses and access to Team Teach Connect for you and your Personnel), how you and we may change or end the contract between us, and other important information.

Depending on how you receive our Services, and/or what aspects of our Services you receive, different provisions of these Terms will apply to you as indicated in Parts A, B, C, D, E and F below. If any other Services are agreed with you we will provide you with a set of terms which will form a further Part to these Terms. Part A of these Terms shall apply to all Organisations for provision of and access to Team Teach Connect, Behviour Smart if applicable and Courses and sets out general provisions regarding matters such as payments, intellectual property and personal data. If you or your Personnel Book (defined below), receive and pay for any Courses:

1 directly with Team Teach (a **Team Teach Course**), Part B of these Terms shall apply in addition to Part A; and

2 via one of our external licensed trainers qualified in providing our Courses (**Licensed Trainers** and a **Licensed Course**), Part C of these Terms shall apply in addition to Part A.

Additionally, in the event that: (a) any of your Personnel: (i) have successfully completed a Course relating to how to deliver training internally to any other Personnel without the use of one of our Trainers (**Trainer Course**, and an **Employer Trainer**); and (ii) maintain a valid Trainer Course certification with us, and (b) you have been licenced to allow your Personnel to teach Courses within your organisation pursuant to clause 6.3.2, Part A and Part D of these Terms shall apply.

Part A and Part E of these Terms sets out the terms of the Contract formed between you and Team Teach in relation to Digital Courses (which has the meaning given in Part E).

Part F of these Terms sets out the terms of the Contract formed between you and Team Teach in relation to the Planner.

For the purposes of these Terms:

- **Team Teach Connect Fee** shall have the meaning given to it in clause 3.7.5(a), Part A;
- **Contract** shall have the meanings as given to it in Parts A, B, D ,E or F, or any other further terms agreed between us respectively (as applicable); and
- **Booking** shall mean any confirmed Licenced and/or Team Teach Courses to be delivered under these terms (as applicable). **Book** and **Booked** shall be construed accordingly.

Please ensure that you read these Terms carefully before making or permitting a Booking. These Terms apply to your organisation's access to Team Teach Connect , Behaviour Smart if applicable and to all Bookings.

Your attention is particularly drawn to the provisions of clause 3.10 (Limitation of liability) of Part A below.

3 PART A

3.1 This Part A applies to all Organisations in relation to the provision of Team Teach Connect and Behaviour Smart if applicable and, together with Parts B, C, D, E or any other terms agreed between us as relevant, in relation to the provision of Courses, Digital Courses, and any other Services excluding the Planner.

3.2 About us

3.2.1 **Company details.** Team Teach Ltd (company number: 03770582) (**Team Teach**, **we** and **us**) is a company registered in England and Wales and our registered office is at 2nd Floor Longbow House, 20 Chiswell Street, London EC1Y 4TW. Our VAT number is: 753505339.

3.2.2 **Contacting us.** To contact us, telephone our customer service team at +44 (0) 20 3746 0938 or email us at info@teamteach.com. How to give us formal notice of any matter under the Contract (defined below) is set out in clause 3.16.2.

3.3 Our contract with you

3.3.1 **Our contract.** Part A of these Terms applies to all Organisations in relation to their access and use of Team Teach Connect, and access and use of Behaviour Smart if applicable and together with the Terms of Use which govern access to Team Teach Connect, set out the contract between us and you for the provision of and access to Team Teach Connect and if applicable Behaviour Smart (**Contract**). The Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3.3.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, and/or make or arrange payment to Team Teach on your behalf, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel are entering into the Contract, and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and

(b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms, and failure to do so may result in a Contract being formed and you being liable for compliance with this Part A (and in particular, payment of the Team Teach Connect Fees (defined below)).

3.3.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to the provision of and access to Team Teach Connect. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

3.3.4 **Language.** These Terms and the Contract are made only in the English language.

3.4 **Our Services**

3.4.1 **Team Teach Connect Standard.** If you have elected for Team Teach Connect Standard we shall make the following services available to you subject always to payment by you of the relevant Team Teach Connect Fee (please see clause 3.7):

3.4.1.1 **Team Teach Connect.** We shall make Team Teach Connect available to you and your Personnel pursuant to these Terms and the Terms of Use, on a non-exclusive, and limited basis. Team Teach grants no rights to Team Teach Connect other than those granted pursuant to this Contract;

3.4.1.2 **Behaviour Smart.** We shall make Behaviour Smart available to you basis and you Personnel on a non-excusive, and limited basis from a third-party supplier, supplied on the third-party suppliers terms (insert link to terms) including their privacy terms but excluding pricing provisions save to the extent otherwise set out in these terms; and

3.4.1.2 such other services as may be informed to you in writing from time to time.

3.4.2 **Team Teach Connect Light.** If you have elected for Team Teach Connect Light we shall make the following services available to you subject always to payment by you of the relevant Team Teach Connect Fee (please see clause 3.7):

3.4.2.1 **Team Teach Connect.** We shall make Team Teach Connect available to you and your Personnel pursuant to these Terms and the Terms of Use, on a non-exclusive, and limited basis subject. Team Teach grants no rights to Team Teach Connect other than those granted pursuant to this Contract; and

3.4.2.2 such other services as may be informed to you in writing from time to time.

3.4.3 **Courses and Certification.**

(a) We shall make the Courses available to you in accordance with Parts B, C and E below, depending on whether the Course is a Team Teach Course, a Licensed Course or a Digital Course.

(b) Regardless of the method of Booking, you or your Personnel will only be issued with a Course certificate and certified in respect of the methods our Trainers teach during the Courses (**Our Methods**), once we have determined that your Personnel (as applicable) successfully meet all the Course criteria for the relevant Course, and provided that they have fully participated in the Course, and you have paid all relevant fees for that Course or Digital Course (**Course Fees**). The Course criteria will be communicated to you or your Personnel (as applicable) during the Course.

(c) If a member of your Personnel moves to another Organisation they will be able to rely upon and use their Team Teach Course certificate and certification, and no refund of Course Fees shall be made to the Organisation which paid for the Course.

3.4.4 **Reasonable care and skill.** We warrant to you that our Services will be provided using reasonable care and skill. We do not warrant the Licensed Courses as they are provided directly by Licensed Trainers to you as set out in Part C, or any courses delivered by Employer Trainers as set out in Part D.

3.5 **Organisation Admin**

3.5.1 **Nomination.** Upon receipt of these Terms and/or access to Team Teach Connect, you will be asked to nominate an individual who will be the main point of contact between us and you as an Organisation and shall be granted additional administrative rights to Team Teach Connect to:

(a) view all certified individuals and Personnel linked to you as an Organisation;

(b) manage all certified individuals and Personnel assigned to the Organisation and ensure that their details are correct;

(c) update Team Teach Connect to remove any Personnel who are leaving the Organisation and check that new Personnel have been assigned to the Organisation; and

(d) manage all Course Bookings, including the transferring of enrolled Personnel, cancelling Public Course Bookings and requesting to cancel Private Courses Bookings,

on behalf of you and your Personnel. The individual with these additional administrative rights is the **Organisation Admin**.

3.5.2 As access to Digital Courses does not trigger access to Team Teach Connect, if the only Courses you and your Personnel access are Digital Courses, you will not have an Organisation Admin and only the attendee of a Digital Course will be able to manage their own booking (as set out in Part E). It is important that you brief your Personnel that they are not to sign up to Digital Courses on your behalf without your approval.

3.5.3 **Automatic appointment.** We may automatically assign the role of Organisation Admin to a senior member of your Personnel or an Employer Trainer. In this case we will email that individual to inform them of their appointment as Organisation Admin and we will also notify you as an Organisation by email to the email address provided for the Organisation.

3.5.4 **Responsibility.** You represent and warrant that the Organisation Admin is a duly authorised representative of you as an Organisation and shall be acting on your behalf in relation to Contracts and the Services to be provided to you and/or your Personnel.

3.5.5 **Substitution.** You (or your existing Organisation Admin) may appoint a suitable substitute for the Organisation Admin appointed under clause 3.5.1, via Team

Teach Connect, with any substitute to be another one of your Personnel. When a substitute Organisation Admin is appointed, you as an Organisation will be notified by us via email to the email address provided for the Organisation.

3.6 **Registering Personnel**

3.6.1 **Welcome link.** Once:

(a) in relation to a Team Teach Course, a Booking Confirmation has been received;

(b) in relation to a Licenced Course, you have contracted with a Trainer; or

(c) an Employer Trainer registers a Course,

a welcome link to Team Teach Connect will automatically be sent to your Booking Contact or Key Contact as relevant and each of your Personnel registered by the Trainer as attending the relevant Courses. A welcome link will not be sent where the only Course any of your Personnel is attending is a Digital Course.

3.6.2 **Completing registration.** To receive the Services, each of your Personnel wishing to undertake a Course must carefully complete the necessary registration steps that are outlined. Please ensure they follow the onscreen prompts to register. Once registered, you and your Personnel will have full access to all of the benefits and information that is available on Team Teach Connect. This does not apply to Digital Courses, where registration with Team Teach Connect is not required.

3.7 **Fees**

3.7.1 For the purposes of this clause 3.7 and the Terms, the **Fee** shall mean the Team Teach Connect Fee (defined below), the Course Fees (defined in clause 3.4.2).

3.7.2 **Course Fees.**

3.7.3 The Course Fees shall be payable in accordance with clause 4.6 of Part B for Team Teach Courses, clause 5.3 of Part C for Licensed Courses, and clause 7.3 of Part E in relation to Digital Courses.

3.7.4 If a member of your Personnel moves to another Organisation they will be able to rely upon and use their Team Teach Course or Digital Course certificate and certification, and no refund of Course Fees shall be made to the Organisation which paid for the Course.

3.7.5 **Team Teach Connect Fee.**

(a) On the earlier of:

(b) the first (1st) Course certification to be issued to you and/or your Personnel pursuant to clause 3.4.2; or

(c) when access to Team Teach Connect Standard or Team Teach Connect Light is granted,

(d) and on or about the anniversary of that date each year thereafter (each being a **Renewal Term**), we will invoice you an annual fee for the access to services provided under Team Teach Connect Standard or Team Teach Connect Light as applicable(**Team Teach Connect Fee**). The Team Teach Connect Fee is payable on the date stipulated in the relevant invoice. For our latest Team Teach Connect rates and for more general information on how our Team Teach Connect platform works please visit our website at www.teamteach.co.uk or Team Teach Connect.

(e) If you do not pay each Team Teach Connect within 30 days of the due date for payment:

i your and your Personnel's access to the services provided under Team Teach Connect Standard or Team Teach Connect Light shall be restricted, disabled or suspended by us; and

ii any Team Teach certifications and/or accreditations granted to you, or your Personnel (other than in relation to Digital Courses), may be invalidated or voided until the Team Teach Connect Fee is paid, and access to the services provided under Team Teach Connect Standard or Team Teach Connect Light restored.

3.7.6 **How to pay.** Payment of the Fees shall be made by debit or credit card (Visa or Mastercard), or bank transfer, following issue of a Booking Confirmation and/or our invoice pursuant to clause 3.7.5 (as applicable).

3.7.7 **Changes to our Fees.** Our Fees may change from time to time, but changes will not affect any existing Courses and/or paid Team Teach Connect Fees.

3.7.8 **VAT.** Our Fees are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the relevant Fees.

3.7.9 **Missed or disputed payments.**

(a) You agree and acknowledge that any payment received by us from your Personnel shall be deemed by us to be on your behalf unless notified otherwise.

(b) If you do not make any Fees payment to us by any due date we may charge interest to you on the overdue amount at the rate of four percent (4%) per annum. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

(c) If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date or, if the invoiced sum was incorrect, from the date the dispute is resolved.

(d) You shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

3.8 **Your obligations**

It is your responsibility to ensure (and procure that your Personnel ensure) that:

3.8.1 Except where your Personnel are only accessing Digital Courses, you provide and maintain an up-to-date Organisation Admin (whether nominated by you or automatically assigned by us) and, where relevant, Booking Contact and/or Key Contact;

3.8.2 you cooperate with us in all matters relating to the Services;

3.8.3 you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;

3.8.4 you comply with all applicable laws, including health and safety laws; and

3.8.5 you keep all of our materials, equipment, documents and other property (**Our Materials**) at your premises in safe custody at your own risk, maintain Our Materials in good condition until returned to us, and not dispose of or use Our Materials other than in accordance with our written instructions or authorisation.

3.9 **How we may use your and your Personnel's personal information**

3.9.1 We will use any personal information you provide to us to:

(a) provide the Services; and

(b) process your payment for the Services.

3.9.2 For the purposes of this clause 3.9, the following definitions shall apply:

controller, **personal data** and **processor** shall have the meanings set out in the Data Protection Laws;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time and all other legislation and regulatory requirements in force from time to time which apply to Team Teach and/or the Organisation relating to the use of personal data (including, without limitation, the privacy of electronic communications); and

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

3.9.3 Team Teach and the Organisation agree and acknowledge that:

(a) for the purposes of the Data Protection Laws, each of Team Teach, each Licensed Trainer (where Licensed Courses are provided) and the Organisation are independent data controllers in relation to their respective processing of personal data;

(b) they shall each comply with all applicable requirements of the Data Protection Laws; and

(c) each are separately responsible for their actions under the Data Protection Laws.

3.9.4 The Organisation shall indemnify and keep indemnified Team Teach against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Team Teach arising out of or in connection with the breach of the Data Protection Laws by the Organisation or Personnel.

3.9.5 Team Teach may, if it assesses that it is acting as a processor instead of as a controller in relation to any services it provides to the Organisation, at any time on not less than thirty (30) days' notice, revise this clause 3.9 to reflect such assessment, including by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms). This clause 3.9 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Laws.

3.9.6 We will process your and your Personnel's personal information in accordance with our privacy policy, the terms of which are incorporated into this Contract.

3.10 **Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**

3.10.1 To the fullest extent permitted by law, except as expressly provided otherwise in these terms and conditions, we exclude all warranties, representations, terms, conditions or other commitments of any kind, that may apply to our Courses, Team Teach Connect or the Services, whether express or implied, statutory or otherwise, and we specifically disclaim all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality or of reasonable skill and care.

3.10.2 We are not liable to you for any indirect or consequential losses or for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill (in each case whether direct or indirect).

3.10.3 Subject to clauses 3.10.2, 3.10.4 and the maximum extent permitted by applicable law, our total liability to you arising under or in connection with any Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to the total Course Fees and Fees paid by you

in the twelve (12) month period preceding the date on which the relevant claim or claims arise.

3.10.4 Nothing in any Contract excludes or limits our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liability which by law cannot be excluded or limited.

3.10.5 You will defend, indemnify us in full and keep us indemnified against all losses, damages, costs (on a solicitor and own client basis), claims, expenses and liabilities suffered or incurred by us arising out of or in connection with any breach by you or your Personnel (as applicable) of the Contract or any misuse by you or your Personnel of Our Methods or Materials, or any claim, demand, suit or proceeding made or brought against us by a third party arising from any breach by you or your Personnel (as applicable) of our policies, code of conduct, manuals or any other instructions given by us in connection with Our Methods or Materials.

3.10.6 We will not refund you for any Course Fees paid for Courses for individuals who subsequently leave your Organisation. Individuals will be able to rely upon and use their Team Teach Course certificate and certification with other organisations after they leave your Organisation.

3.10.7 This clause 3.10 will survive termination of any Contract.

3.11 **Intellectual property rights**

3.11.1 All intellectual property rights in or arising out of or in connection with the Services, Our Methods, Our Materials and Team Teach Connect will be owned by us.

3.11.2 You acknowledge and agree, and will procure that your Personnel (as applicable) acknowledge and agree, that:

(a) all right, title and interest (including intellectual property rights) in and to Our Materials and Our Methods remain vested in us and that you and your Personnel do not have any rights to Our Materials and Our Methods other than as specifically set out in these Terms; and

(b) any intellectual property rights arising out of or in connection with a Course, including but not limited to, any improvements, updates, modifications or adaptations to Our Materials and Our Methods, will be owned by us.

3.11.3 We agree to grant you a non-exclusive, royalty-free licence:

(a) during the term of your Course, to use Our Materials and other items we give you for the sole purpose of named Personnel participating in Courses; and

(b) each year you pay the Tier Fees, to access and use Team Teach Connect for your own information.

3.11.4 You agree to grant, and will procure that your Personnel (if applicable) grant, to us and our affiliates:

(a) a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services to you; and

(b) a worldwide, perpetual, irrevocable and royalty-free licence to use and incorporate into Our Methods, and Our Materials, any suggestion, enhancement, request, feedback, recommendation or correction provided by you or your Personnel relating to our Courses or use of the Services.

3.11.5 You must, and must procure that your Personnel will:

(a) not remove any copyright or trade mark notices on Our Materials, or cause or permit anything to be done which may damage or endanger Our Methods, Our Materials, or any other intellectual property of us or our title to them or assist or allow others to do so;

(b) not sell, commercialise, copy, adapt, reverse engineer, modify, display, transmit, create derivative works of, or distribute Our Materials, or Our Methods, except as expressly permitted pursuant to these Terms;

(c) notify us of any suspected infringement of our intellectual property rights of which you become aware;

(d) take such reasonable action as we shall direct, at our expense, in relation to any such infringement;

(e) compensate us for any use by you or your Personnel of Our Methods, Our Materials, or our other intellectual property rights otherwise than in accordance with these Terms;

(f) on the expiration or termination of the contract for whatever reason, immediately cease all use of our intellectual property rights, except to the extent expressly permitted otherwise under these Terms;

(g) not use, or seek to register, our trade marks or any derivation of them without our consent; and

(h) not use any other trade mark or logo with or in relation to Our Materials, or Our Methods.

3.11.6 You will not, and will procure that your Personnel (if applicable) will not, do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to our trademarks or other intellectual property rights, or the goodwill associated with them. Any goodwill derived from your use of Our Methods, Our Materials, or other intellectual property will accrue to us. You will not, and will procure that your Personnel will not, apply for, or obtain, registration of any marks that are similar to our trade marks in any country in the world.

3.12 **Confidentiality**

3.12.1 You undertake that you will not, and you will procure that your Personnel will not, during the term of any Contract or afterwards, disclose to any person any confidential information concerning our business, affairs, customers, Trainers,

clients, suppliers, intellectual property, Our Materials, or Our Methods and that you will use the same degree of care that you use to protect the confidentiality of your own confidential information in respect of our confidential information. You may disclose our confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority, provided that you give us prior notice of the disclosure (to the extent legally permitted) and reasonable assistance, at our cost, if we wish to contest the disclosure. You may only use our confidential information for the purpose of fulfilling your obligations and exercising your rights under these Terms.

3.12.2 This clause 3.12 will survive termination of any Contract between us.

3.13 **Our rights to end the contract**

3.13.1 We may terminate any Contract in place at any time by writing to you if:

(a) you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due;

(b) you and/or your Personnel breach our Terms of Use;

(c) you or your Personnel do not comply with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials;

(d) you or your Personnel have, or we reasonably believe you or your Personnel have, infringed our intellectual property rights or other rights;

(e) you or your Personnel have acted in a way that we reasonably believe will or may bring us into disrepute;

(f) you or your Personnel have engaged, or we reasonably suspect you have engaged, in any illegal, fraudulent, or abusive activity in connection with the contract or your or your Personnel's use of Team Teach Connect; or

(g) we terminate your or your Personnel's enrolment in any Course for any reason.

3.13.2 On termination of the Contract for Team Teach Connect for any reason:

(a) your access to Team Teach Connect will be disabled;

(b) your Personnel's access to Team Teach shall be subject to the Terms of Use, and is set out for your information in clause 3.13.3;

(c) except to the extent expressly provided otherwise in this Part A, all rights and licences granted to you and your Personnel pursuant to this Part A will cease, and you will immediately cease all use of our intellectual property rights;

(d) all amounts due and outstanding to us will become immediately payable as at the date of termination or expiry; and

(e) you will, and will procure that your Personnel will, immediately return any of our confidential information and Our Materials in your possession or control.

3.13.3 Please note, that whilst your access to Team Teach Connect shall be disabled on termination of the Contract, your Personnel's access shall be determined in accordance with the Terms of Use as follows; on termination of the Contract for Team Teach Connect for any reason, in the event that:

(a) your Personnel were granted valid certifications and/or accreditations by us prior to 1 January 2024 (**Pre-2024 Certifications**), your Personnel's access to Team Teach Connect shall be restricted to a basic version of the platform which will prevent use of our support services and knowledge hub, until the relevant Pre-2024 Certifications expire. For the avoidance of doubt, your Personnel will be permitted to view and download Pre-2024 Certifications (whether expired or not) and Book Courses after termination of the Contract for Team Teach Connect, until the relevant Pre-2024 Certifications expire, and unless otherwise notified by us to you; or

(b) your Personnel are granted certifications and/or accreditations on or after 1 January 2024 (**New Certifications**), your Personnel's:

i access to Team Teach Connect shall be disabled by us immediately, save in respect of any Pre-2024 Certifications which shall be viewable and downloadable as set out in clause 3.13.3(a); and

ii New Certifications shall be invalidated and voided.

3.13.4 This clause 3.13 will survive termination of the Contract for Team Teach Connect.

3.14 **Events outside our control**

3.14.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

3.14.2 If an Event Outside Our Control takes place that affects the performance of our obligations under a Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

3.14.3 You may cancel the Contract affected by an Event Outside Our Control which has continued for more than thirty (30) days. To cancel please contact us. If you opt to cancel we will refund the price you have paid, less the charges reasonably and actually incurred us by in performing the Services up to the date of the occurrence of the Event Outside Our Control.

3.15 **Non-solicitation**

You must not attempt to procure services that are competitive with the Services from any of our directors, Trainers, employees, or consultants, whether as an employee or on a freelance basis, during the period that we are providing the Services to you and for a period of six (6) months following termination of any Contract.

3.16 **Communications between us**

3.16.1 When we refer to "in writing" in these Terms, this includes email.

3.16.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

3.16.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9am on the second working day after posting; or

(c) if sent by email, at 9am the next working day after transmission (provided that the sender has not received a delivery failure notice in such regard).

3.16.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee (and that there was no corresponding delivery failure notice).

3.16.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

3.17 **General**

3.17.1 **New products and services.** We may introduce new products and services from time to time, which may be subject to additional fees and charges and additional terms and conditions, as notified to you from time to time. Your use of such new products or services following such notification shall constitute acceptance of such additional terms and conditions.

3.17.2 **Assignment and transfer**

(a) We may assign or transfer our rights and obligations under any Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under a Contract to another person if we agree in writing.

3.17.3 **Survival.** Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

3.17.4 **Variation.** Any variation of a Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

3.17.5 **Waiver.** If we do not insist that you perform any of your obligations under a Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

3.17.6 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

3.17.7 **Third party rights.** Each Contract is between you and us. No other person has any rights to enforce any terms of any Contract.

3.17.8 **Governing law and jurisdiction.** All Contracts are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contracts to the exclusive jurisdiction of the English courts.

3.18 **If you have any problems**

If you have any questions or complaints about a Course or Team Teach Connect, please contact us. You can telephone our team at: +44 (0) 20 3746 0938 or write to us at and Second Floor, Longbow House, 20 Chiswell Street, London EC1Y 4TW.

4 PART B – TEAM TEACH COURSES

4.1 This Part B applies where you and/or your Personnel Book a Team Teach Course.

4.2 Our contract with you

4.2.1 **Our contract.** Part B of these Terms applies to any Booking (defined below) made by you and/or your Personnel for the provision of Team Teach Courses. This Part B, together with the relevant parts of Part A and each relevant Booking Confirmation (defined below), set out the contract between us and you for the delivery of any Team Teach Courses (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

4.2.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, Book a Team Teach Course and/or make payment to Team Teach on your behalf, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel are entering into a Contract, Book a Team Teach Course and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and

(b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms and/or a Team Teach Course Booking Confirmation (defined below), and failure to do so may result in a Contract being formed and you being liable for compliance with these Terms (and in particular, payment of the Course Fees.

4.2.3 **Entire agreement.** Each Contract is the entire agreement between you and us in relation to the delivery of each Team Teach Course. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

4.2.4 **Language.** These Terms and all Contracts are made only in the English language.

4.3 Team Teach Courses.

4.3.1 **Types of Team Teach Courses.** We shall make our Team Teach Courses available to you and your Personnel for booking via our website and/or Team Teach Connect (as applicable), and Team Teach Courses shall be provided by our Trainers. There are two (2) types of Team Teach Courses that may be available to you, namely:

(a) **Public Courses** – publicly available Team Teach Courses to be booked by or on behalf of any Organisation; and

(b) **Private Courses** – Team Teach Courses made available specifically for an Organisation and their Personnel.

4.3.2 **Registration.** In each case, regardless, the registration process shall be set out as above in clause 3.6, but how you make a Booking will be different.

4.3.3 **Dates.** A Team Teach Course will be scheduled to begin on the date, and will be of the duration, specified in the information made available to you on our website and/or Team Teach Connect (as applicable) when you made your Booking, or provided by email or, the Booking Confirmation (defined below). In some circumstances we may need to change the date and/or timing of a Team Teach Course. Please refer to clause 4.8 for further information.

4.3.4 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in a Booking Confirmation (defined below), but any such dates are estimates only and failure to perform the Team Teach Course by such dates will not give you the right to terminate the Contract.

4.4 **Making a booking with us**

4.4.1 **Booking process.** Either you, or your Personnel on your behalf, may request provision of a Team Teach Course from us via Team Teach Connect or our website. Depending on whether you or your Personnel have done so in any circumstance, the following processes shall apply:

(a) **Public Course booking process.**

i **Making a Booking.** You or your Personnel on your behalf should follow the onscreen prompts on Team Teach Connect or our website or contact one of our sales representatives to request delivery of a Public Course (a **Booking**). You or your Personnel may only submit a Booking using the method set out on Team Teach Connect or the website. Each Booking is an offer by you to buy the Services specified in the Booking subject to these Terms.

ii **Acknowledging receipt of your order.** After you or one (1) or more of your Personnel make a Booking, the Booking Contact listed when the Booking is made will receive an email from us (whose contact details having been provided as part of the Booking), accepting your Booking (**Booking Confirmation**) at which point, and on which date the Contract between you and us in relation to that Team Teach Course will come into existence. The Contract will relate only to the Team Teach Course confirmed in the Booking Confirmation. **If on receipt of a Booking Confirmation and/or these Terms, you become aware that such Personnel are not acting with your authorisation, please notify us immediately.**

iii **Correcting input errors.** If any of the information supplied by your Personnel as part of our Booking process appears incorrect please update it and/or notify us immediately. Please check the Booking carefully on receipt of the Booking Confirmation and ensure that you check these Terms whenever a Booking is made. You and your Personnel are responsible for ensuring that your Booking is complete and accurate.

iv **Refunds.** If you promptly notify us (in any event within two (2) working days), via email or Team Teach Connect, following receipt of a Booking Confirmation, that your Personnel are acting without authority, upon receipt of such notification, at our sole discretion, we will refund you the full amount of Fees paid in respect of such Booking, less an admin fee of £20.00 plus VAT.

(b) **Private Course booking process.** Either you, or your Personnel on your behalf, may request provision of the Services for Private Courses by completing the following process:

i **Initial interest.** Where you have been made aware of our Services, and either make contact with or receive contact from us, we will discuss the Private Courses with you. These conversations will take place on an informal basis to provide you with as much information about our Private Courses as possible to allow you to make an informed decision.

ii **Quotation.** Where you or your Personnel wish to secure delivery of particular Private Courses (each a **Booking**), please let us know and request that we provide you or your Personnel with a quotation for provision of the Services (a **Quotation**). Such Quotation will include particular Private Courses identified, as well as access to Team Teach Connect if you do not already have this (and these Terms). Such Quotation and provision of these Terms will constitute an offer by us to provide the Services to you and/or your Personnel and will be sent to the Booking Contact, whose details will have been provided at the point of Booking. **If on receipt of a Booking Confirmation and/or these Terms, you become aware that such Personnel are not acting with your authorisation, please notify us immediately.**

iii **Acceptance.** Upon receipt of the Quotation and these Terms, please check the Booking information carefully. Your acceptance of the Booking will take place when you send an email confirming you wish for the Services to be delivered (**Booking Confirmation**), at which point, and on which date the Contract between you and us will come into existence. The Contract will relate only to the Private Course confirmed in the Booking Confirmation.

iv **Refunds.** Upon receipt of the Booking Confirmation, the Course Fees shall be payable in accordance with clause 4.6 and shall be non-refundable. If we are unable to supply you with the relevant Private Course for any reason following receipt of the Booking Confirmation, we will inform you of this by email and we will not process your Booking. This might be because the Private Course is no longer available, or because you or your Personnel do not meet our enrolment criteria (which we may determine as we think appropriate from time to time in our discretion). If you have already paid the Fees, we will refund you the full amount of Fees paid in respect of such Booking, less an administration fee of £20.00 plus VAT.

The definition of Booking Confirmation shall have its respective meaning depending on the booking process followed.

4.5 **Booking Contact**

4.5.1 **Nomination.** Upon receipt of a Booking Confirmation, you or your Personnel will be asked to nominate a Booking Contact as follows:

(a) in relation to Public Courses, an individual who shall be granted rights to view and manage specific Bookings relevant to that individual;

(b) in relation to Private Courses, an individual who shall be granted permission to view and manage the relevant Team Teach Course (including the adding and/or removing of enrolled Personnel and requesting cancellation of the relevant Team Teach Course),

(as applicable, the **Booking Contact**). The Booking Contact cannot change the total capacity of a Team Teach Course, only the relevant Trainer can do this. Please discuss the capacity of each Team Teach Course with the relevant Trainer.

4.5.2 **Responsibility.** Upon nomination of a Booking Contact (as applicable), you represent and warrant that they are a duly authorised representative of you as an Organisation and shall be acting on your behalf in relation to their granted permissions.

4.6 **Course Fees**

4.6.1 In consideration of us providing the Team Teach Courses to you and/or your Personnel, you must pay our Course Fees in accordance with this clause 4.6.

4.6.2 The Course Fees are the prices for provision of the Team Teach Courses, available on Team Teach Connect and confirmed to you and/or your Personnel at the time you receive a Booking Confirmation.

4.6.3 We take all reasonable care to ensure that the prices stated for the Team Teach Courses are correct at the time when the relevant information was entered into the system. However, please see clause 4.6.4 for what happens if we discover an error in the price of the Team Teach Courses you booked.

4.6.4 It is always possible that, despite our reasonable efforts, some of the Team Teach Courses on Team Teach Connect and the website may be incorrectly priced. The correct price will be shown in the Booking Confirmation. If due to an error the correct price for the Team Teach Course is different to the price stated on Team Teach Connect or the website, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Team Teach Course at the correct price or cancelling your Booking. We will not process your Booking (to the extent practicable) until we have your instructions. If we are unable to contact you using the contact details you provided during the Booking process, we will treat the Booking as cancelled and notify you in writing. However, if we mistakenly accept and process your Booking where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Team Teach Course and refund you any Team Teach Course Fees you have paid.

4.6.5 Course Fees shall be due and payable by you in accordance with the following timescales:

(a) if a Booking Confirmation or an invoice (whichever is received earlier) is received more than eight (8) weeks in advance of the relevant Team Teach Course being delivered, the Course Fees shall be payable on or before the date which falls eight (8) weeks prior to the Team Teach Course start date; or

(b) if a Booking Confirmation or an invoice (whichever is received earlier) is received eight (8) weeks or less in advance of the relevant Team Teach Course being delivered, the Course Fees shall be payable immediately.

4.6.6 **By providing your payment details, and receiving a Booking Confirmation, you are agreeing that we are authorised to issue invoices and/or take payment of the Course Fees when due and owing using the payment method that was provided by you or your Personnel when registering or to invoice you for the relevant Course Fees.**

4.6.7 You shall pay all Course Fees in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4.7 **Making a change to your bookings**

4.7.1 If you wish to make a change to your or your Personnel's Team Teach Course enrolment, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the Team Teach Course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may terminate the Contract for that Team Teach Course and your or your Personnel's enrolment in the Team Teach Course in accordance with our cancellation and refund policy, set out in clause 4.10.

4.7.2 If you wish to transfer your or your Personnel's enrolment between the Level One, Level Two or Advanced Modules (as defined and set out on our website or Team Teach Connect), and we are able to accommodate such transfer, the following transfer policy applies:

(a) if you let us know that you wish to make the transfer no less than four (4) weeks in advance of the Team Teach Course start date, no transfer fee will apply;

(b) if you let us know that you wish to make the transfer less than four (4) weeks but more than two (2) weeks in advance of the course start date, we will invoice you for an amount equal to fifteen percent (15%) of the Course Fees (plus VAT) as a transfer fee; and

(c) if you let us know that you wish to make the transfer two (2) weeks or less in advance of the course start date, we will invoice you for an amount equal to twenty-five percent (25%) of the Course Fees (plus VAT) as a transfer fee.

4.7.3 If you wish to transfer your or your Personnel's enrolment between the Train-the-Trainer Courses and Train-the-Trainer Reaccreditation (as defined and

set out on our website or Team Teach Connect), and we are able to accommodate such transfer, the following transfer policy applies:

(a) if you let us know that you wish to make the transfer no less than four (4) weeks in advance of the Team Teach Course start date, no transfer fee will apply;

(b) if you let us know that you wish to make the transfer less than four (4) weeks but more than one (1) week in advance of the Team Teach Course start date, we will invoice you for an amount equal to twenty-five percent (25%) of the Course Fees (plus VAT) as a transfer fee; and

(c) if you let us know that you wish to make the transfer one (1) week or less in advance of the course start date, we will invoice you for an amount equal to fifty percent (50%) of the Course Fees (plus VAT) as a transfer fee.

4.7.4 If you wish to change or replace your or your Personnel's enrolment in any Team Teach Courses with another one of your Personnel, no transfer fee will apply.

4.7.5 You may terminate the Contract for a Team Teach Course and your or your Personnel's enrolment in a Team Teach Course at any time by written notice to us, provided that our cancellation and refund policy, set out in clause 4.10, will apply.

4.8 **Our rights to make changes and suspend a Team Teach Course**

4.8.1 After your Personnel have enrolled in a Team Teach Course, we may change the Team Teach Course content to:

(a) reflect changes in relevant laws and regulatory requirements; or

(b) implement minor changes or improvements.

4.8.2 In addition, we may on occasion need to make more significant changes to a Team Teach Course. We will notify you and your Personnel of any such changes. If, after we notify you and your Personnel of such changes, where the changes are so significant as to materially affect the content or outcome of the Team Teach Course, you or your Personnel no longer wish to participate in the Team Teach Course, we will cancel your or your Personnel's enrolment and issue you with a refund of any Course Fees paid, in accordance with our cancellation and refund policy, set out in clause 4.10. If we materially change the Team Teach Course after it has started and you wish to discontinue your enrolment in the Team Teach Course, we may retain a portion of Course Fees that reflects Services provided to you up to the date you terminate your enrolment.

4.8.3 We may update the Team Teach Course content from time to time, provided that the Team Teach Course content shall always substantially match the description of it that we provided to you before you enrolled in the relevant Team Teach Course (unless the description is changed in accordance with this clause 4.8).

4.8.4 We may have to change the Team Teach Course timing or suspend the provision of a Team Teach Course to:

(a) deal with technical problems or make minor technical changes; or

(b) update the Team Teach Course to reflect changes in relevant laws and regulatory requirements.

4.8.5 We will use reasonable endeavours to contact you and your Personnel in advance to tell you we will be changing the Team Teach Course timing or suspending provision of your or your Personnel's Team Teach Course. If our supply of a Team Teach Course is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event. If we have to suspend the Team Teach Course for longer than two (2) months, either we or you may end the Contract for that Team Teach Course and your or your Personnel's enrolment in the Team Teach Course, and we will refund any Course Fees you have paid in advance for the Team Teach Course in respect of the period after the date we suspended the Team Teach Course.

4.8.6 If you do not pay any part of the Course Fees when you are supposed to and you still do not make payment within seven (7) days of us reminding you that payment is due, we may suspend your or your Personnel's enrolment in the Team Teach Course until you have paid us the outstanding amounts. We will contact you and your Personnel (as applicable) to tell you we are suspending your or your Personnel's enrolment in the Team Teach Course.

4.9 **Your obligations**

4.9.1 It is your responsibility to ensure (and procure that your Personnel ensure) that:

(a) the terms of Bookings are complete and accurate;

(b) you provide us, our employees, Trainers, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as we may reasonably require;

(a) you prepare your premises for the provision of the Team Teach Course; and

(b) you obtain and maintain all necessary licences, permissions and consents which may be required for the Team Teach Course before the date on which the Team Teach Course is to start.

4.9.2 If our ability to deliver Team Teach Courses is prevented or delayed by any failure by you to fulfil any obligation listed in clause 4.9.1 or as otherwise set out in this Part B (**Your Default**):

(a) we will be entitled to suspend performance of the Team Teach Course until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Team Teach Course, in each case to the extent Your Default prevents or delays performance of the Team Teach Course. In certain circumstances Your Default may entitle us to terminate the Contract for the Team Teach Course under clause 4.10 (Termination);

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Team Teach Course; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

4.10 **Our rights to end the contract**

4.10.1 We may terminate your or your Personnel's enrolment in a Team Teach Course at any time by writing to you if:

(a) you do not make any payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that payment is due;

(b) your or your Personnel's rights to access Team Teach Connect are revoked and/or suspended;

(c) you or your Personnel do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Team Teach Course;

(d) you or your Personnel do not comply with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials;

(e) you or your Personnel have, or we reasonably believe you or your Personnel have, infringed our intellectual property rights or other rights;

(f) your Default prevents provision of the Team Teach Course for thirty (30) days or longer;

(g) you or your Personnel have acted in a way that we reasonably believe will or may bring us into disrepute; or

(h) you or your Personnel have engaged, or we reasonably suspect you have engaged, in any illegal, fraudulent, or abusive activity in connection with the contract or your or your Personnel's enrolment in a Team Teach Course.

4.10.2 On termination of the Contract for a Team Teach Course or your or your Personnel's enrolment in a Team Teach Course for any reason:

(a) except to the extent expressly provided otherwise in these Terms, all rights and licences granted to you and your Personnel pursuant to these Terms will cease, and you will immediately cease all use of our intellectual property rights in relation to that Team Teach Course; and

(b) you will immediately pay all amounts due and outstanding to us as at the date of termination; and

(c) you will, and will procure that your Personnel will, immediately return any of our confidential information and Our Materials in your possession or control.

4.10.3 This clause 4.10 will survive termination of the Contract for the Team Teach Course.

4.11 **Consequences of termination, cancellation and refund policy**

4.11.1 If you terminate the Contract for your or your Personnel's enrolment in a Team Teach Course in one of the circumstances set out in clauses 4.8.2 or 4.8.5, we will refund all Course Fees you have paid in advance in respect of your or your relevant Personnel's enrolment in a Team Teach Course.

4.11.2 If you terminate the Contract for a Team Teach Course or your or your Personnel's enrolment in a Team Teach Course without cause or in one of the circumstances set out in these Terms (except under clauses 4.8.2 or 4.8.5), the following refund policy applies:

(a) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a Team Teach Course between four (4) and eight (8) weeks in advance of the Team Teach Course start date, we will retain twenty-five percent (25%) of the Course Fees (plus VAT) as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to twenty-five percent (25%) of the Course Fees (plus VAT), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and twenty-five percent (25%) of the Course Fees (plus VAT);

(b) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a course less than four (4) weeks but more than two (2) weeks in advance of the Team Teach Course start date, we will retain fifty percent (50%) (plus VAT) of the Course Fees as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to fifty percent (50%) of the Course Fees (plus VAT), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and fifty percent (50%) of the Course Fees (plus VAT);

(c) if you notify us in writing that you are cancelling your or your Personnel's enrolment in a Team Teach Course less than two (2) weeks but more than one (1) week in advance of the Team Teach Course start date, we will retain seventy-five percent (75%) of the Course Fees (plus VAT) as a cancellation fee and will refund you any additional fees you have paid. If you have not yet paid an amount equal to seventy-five percent (75%) of the Course Fees (plus VAT), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and seventy-five percent (75%) of the Course Fees (plus VAT); and

(d) if you notify us in writing that you are cancelling your or your Personnel's enrolment in less than one (1) week in advance of the Team Teach Course start date, you are not entitled to a refund, and we will retain one hundred percent (100%) of the Course Fees (plus VAT). If you have not

yet paid one hundred percent (100%) of the Course Fees (plus VAT), we will invoice you for an amount equal to the difference between the amounts you have paid (if any) and one hundred percent (100%), of the Course Fees.

5 PART C – Courses delivered by Licensed Trainers

5.1 **This Part C applies where Licensed Courses will be delivered, by a specific Licensed Trainer.**

5.2 **Trainers.**

5.2.1 If a Licensed Trainer delivers any Licensed Courses directly to you, rather than via Team Teach pursuant to Part B above, you agree and acknowledge that you shall be contracting directly with such Licensed Trainer for receipt of the Licensed Courses (notwithstanding any access being granted to Team Teach Connect and provision of Team Teach branded materials to which Part A of these Terms shall apply).

5.2.2 We expressly exclude any and all liability and responsibility for provision of such Licensed Courses to you and/or your Personnel to the extent permitted by law.

5.3 **How to pay.** All Course Fees for Licensed Courses shall be payable to the relevant Trainer and subject to a separate contract pursuant to clause 5.2.

5.4 **Key Contact.**

5.4.1 **Nomination.** During the contracting process with a Trainer, you or your Personnel will be asked to nominate an individual who will be granted permission to view and manage the relevant Licensed Course (including the adding and/or removing of enrolled Personnel) (the **Key Contact**). For the avoidance of doubt, the Key Contact cannot change the total capacity of a Licenced Course, only the relevant Trainer can do this. Please discuss the capacity of each Licenced Course with the relevant Trainer.

5.4.2 **Responsibility.** Upon nomination of a Key Contact, you represent and warrant that they are a duly authorised representative of you as an Organisation and shall be acting on your behalf in relation to their granted permissions.

5.4.3 **Substitution.** You (or your existing Key Contact) may appoint a suitable substitute for the Key Contact appointed under clause 5.4.1, via Team Teach Connect, with any substitute to be another one of your Personnel. When a substitute Key Contact is appointed, the previous Key Contact will lose access and will no longer be notified of any changes and/or information in relation to the relevant Licenced Course, rather these will be sent to the new Key Contact.

6 PART D – Courses delivered by Employer Trainers

6.1 This Part D applies to Organisations who have been licenced to allow Employer Trainers to deliver certain Courses internally within the Organisation.

6.2 Our contract with you

6.2.1 **Our contract.** Part D of these Terms applies to any Organisations granted an Employer Licence (defined below). This Part D together with the relevant parts of Part A sets out the contract between us and you for provision of the Employer Licence (**Contract**). It applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

6.2.2 **Authority.** You represent and warrant that you, and your Personnel who sign your organisation up as an Organisation, Book a Trainer Course and/or make payment to Team Teach on your behalf, have full capacity and authority to enter into this Part D and any Contract with Team Teach. If any of your Personnel are entering into the Contract, Book a Trainer Course and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and

(b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, namely on receipt of these Terms and failure to do so may result in a Contract being formed and you being liable for compliance with this Part D.

6.2.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to each Employer Licence. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

6.2.4 **Language.** These Terms and the Contract are made only in the English language.

6.3 Trainer Courses

6.3.1 Certain Public and Private Courses may be Trainer Courses. For our latest Trainer Courses and for more general information on how our Trainer Courses work please visit our website or Team Teach Connect.

6.3.2 If any of your Personnel successfully complete a Trainer Course, at our sole discretion, subject to:

(a) successfully meeting all of the Trainer Course criteria (as communicated to you and/or your Personnel during any Trainer Course);

(b) having fully participated in the relevant Trainer Course; and

(c) having paid all relevant Course Fees in full,

we may issue that particular member of your Personnel with an Trainer Course certificate and shall grant you the right for that individual, certified in respect of Our Methods, to teach your other Personnel anything covered in the relevant Trainer Courses (including use of Our Methods and Materials), subject always to clause 6.3.3 (the **Employer Licence**).

6.3.3 Any rights granted in this clause 6.3 shall be:

(a) limited to the period of time specified in the Personnel's certification (which will be a maximum of three (3) years);

(b) on terms that will be communicated at the time the Trainer Course is completed; and

(c) subject to you and your Personnel (if applicable) complying at all times with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods and Our Materials.

We may revoke the Employer Licence and/or the certification to use Our Methods and Our Materials immediately upon written notice at any time if you or your Personnel are, or we reasonably suspect that you or your Personnel are, using Our Methods or Our Materials otherwise than in accordance with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to Our Methods or Our Materials, or act in a manner which we consider damages our business or brings us, our business, Our Methods or Our Materials into disrepute.

6.3.4 You and your Personnel (if applicable) may not sub-license, assign or otherwise transfer the rights granted to you under this clause 6.3.

6.4 **Team Teach Connect.** Notwithstanding that you have been granted an Employer Licence, and any training provided internally by your Employer Trainers pursuant to this Employer Licence shall be your sole responsibility to organise and manage, you shall still:

6.4.1 be issued certificates for your Personnel completing a Course delivered by an Employer Trainer pursuant to clause 3.4.2;

6.4.2 pay the Tier Fees pursuant to clause 3.7.5; and

6.4.3 be subject to and procure compliance of all of your Personnel with the following clauses: 3.9 (Data Protection); 3.11 (Intellectual Property Rights); and 3.12 (Confidentiality).

6.5 **Resource Packs**

6.5.1 **Definitions.** For the purposes of this Part D:

(a) **Accreditation Fee** means the fee covering quality assurance work required to maintain Team Teach's professional accreditations and industry standard compliance;

(b) **Resource Pack** means the package containing the Team Teach Workbook, the Accreditation Fee, and any other materials that Team

Teach reasonably determines are necessary for the proper delivery of Our Methods; and

(c) **Team Teach Workbook** means the personal Team Teach Workbook being an interactive tool used during training and a lasting reference that supports real-world application, keeps users up to date with current legislation and best-practice guidance, and promotes continued professional development.

6.5.2 You acknowledge and agree that:

(a) Resource Packs are an integral part of Our Methods and Materials and must be purchased directly from us. Any attempt to reproduce, copy, or distribute Resource Packs without our express written permission is strictly prohibited;

(b) you must purchase a Resource Pack from us for each individual member of your Personnel who attends any Course delivered by an Employer Trainer pursuant to this Part D;

(c) the cost of Resource Packs is separate from and in addition to any Course Fees payable under these Terms.

(d) no Course certificate will be issued to any Personnel who has not had a Resource Pack purchased for them in relation to the relevant Course; and

(e) this requirement applies regardless of whether the Personnel has previously received Team Teach training or holds existing certifications.

6.5.3 **Ordering and Payment.**

(a) Resource Packs must be ordered through our publications site or such other method as we may specify from time to time;

(b) payment for Resource Packs shall be due immediately upon ordering;

(c) the cost of Resource Packs will be notified to you via Team Teach Connect, our website, or by separate communication, and may be updated from time to time at our sole discretion;

(d) all Resource Pack fees are exclusive of VAT, and where VAT is payable, you must pay such additional amounts in respect of VAT at the applicable rate; and

(e) Resource Pack fees are non-refundable once ordered, except where we are unable to supply the Resource Pack for reasons within our control.

6.5.4 **Compliance.** Any failure to purchase the required Resource Packs for Personnel attending Courses delivered by Employer Trainers shall constitute a material breach of this Contract and may result in:

(a) suspension or revocation of the Employer Licence pursuant to clause 6.3.3; and

(b) immediate termination of this Contract pursuant to clause 3.13.

7 PART E – DIGITAL COURSES

7.1 This Part E applies to Team Teach Courses which are made available digitally (Digital Courses).

7.2 Our contract with you

7.2.1 **Our contract.** Part E of these Terms applies to any booking of a digital only course (**Digital Booking**). This Part E, together with the relevant parts of Part A and each relevant Booking Confirmation (defined below), set out the contract between us and you for the delivery of any Digital Courses (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

7.2.2 **Authority.** You represent and warrant that you, and your Personnel who book a Digital Course and/or make payment to Team Teach on your behalf, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel enter into a Contract, book a Digital Course and/or make payment to Team Teach purportedly on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation;

(b) you shall make your Personnel aware that they must not make a Digital Booking without your approval, and that any Contract for a Digital Booking will be made with you and not the individual; and

(c) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner. Your Personnel may make payments to Team Teach for Digital Courses via card payment and where we accept a Digital Booking and payment of Course Fees we do so on the basis that your Personnel makes that Digital Booking and card payment on behalf of you and not on a personal basis. It is your responsibility to ensure that your Personnel only make Digital Bookings on your behalf with your approval, and we will not refund Course Fees where your Personnel have paid for Digital Bookings without your approval.

7.2.3 **Entire agreement.** Each Contract is the entire agreement between you and us in relation to access being made available to a Digital Course. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or Team Teach Connect (as applicable).

7.2.4 **Language.** These Terms and all Contracts are made only in the English language.

7.3 Enrolling for Digital Courses

7.3.1 **Requesting access.** Either you, or your Personnel on your behalf, may request provision of a Digital Course from us via our website either by booking online straight away or by contacting us. The cost of the Digital Course is shown on our

website. We will only send details of the course confirmation to the individual who is to enrol into the Digital Course (the **Attendee**). It is the Attendee's responsibility to notify you of the Digital Booking and of the payment made.

7.3.2 **Confirming bookings.** Once payment is made for a Digital Course we will email the Attendee with confirmation of the Digital Course booking (**Booking Confirmation**). The Contract comes into place for each Digital Course booking when the Booking Confirmation is sent to the Attendee.

7.3.3 **Invoices**. A copy of the invoice and payment receipt will be sent to the Attendee. Please contact us if you require another copy.

7.3.4 **Correcting input errors.** If any of the information supplied by or on behalf of the Attendee as part of our Booking process appears incorrect please ask them to update it and/or notify us immediately. Please highlight to your Personnel that they should check the Booking Confirmation carefully and that any Digital Booking is in accordance with these Terms. You and your Personnel are responsible for ensuring that Digital Bookings are complete and accurate.

7.4 **Cancelling and refunds.**

7.4.1 If you notify us at any point up to two working days from paying for a Digital Course that you wish to cancel the Digital Course access then, provided that the Digital Course has not been accessed, we will refund you the full amount of Course Fees paid for that Digital Course.

7.4.2 Once the Digital Course has been accessed, no refunds will be made.

7.5 **Access to Digital Courses**.

7.5.1 Once payment has been accepted and a Booking Confirmation issued, access to the Digital Course will be provided to the Attendee.

7.5.2 Access to a Digital Course will be available to the Attendee for a period of four weeks.

7.5.3 The Attendee must download all resources whilst working through the Digital Course. Once the Digital Course has been completed, or the four weeks' period has expired, no further access will be available to the Digital Course resources.

7.6 **Certificates and access to My Family Coach.**

7.6.1 Where a Digital Course in Family Engagement Training is completed, the Organisation and its Personnel will have access to our My Family Coach digital platform for one year from the date of the certificate for that Digital Course.

7.6.2 To have ongoing access after that year, the Attendee will need to undertake a refresher course in Family Engagement Training or a new member of Personnel will need to undertake the Digital Course in Family Engagement Training.

8 PART F – THE PLANNER

8.1 This Part F applies where you and/or your Personnel access the Planner.

8.2 About us

8.2.1 **Company details.** Team Teach Ltd (company number: 03770582) (**Team Teach**, **we** and **us**) is a company registered in England and Wales and our registered office is at 2nd Floor Longbow House, 20 Chiswell Street, London EC1Y 4TW. Our VAT number is: 753505339.

8.2.2 **Contacting us.** To contact us, telephone our customer service team at +44 (0) 20 3746 0938 or email us at info@teamteach.com. How to give us formal notice of any matter under the Contract (defined below) is set out in clause 8.12.

8.3 Our contract with you

8.3.1 **Our contract.** Part F of these Terms applies to all Organisations in relation to their access and use of the Planner, and together with the Terms of Use, which govern access to the Planner, set out the contract between us and you for the provision of and access to the Planner (**Contract**). The Contract applies to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

8.3.2 **Authority.** You represent and warrant that you, and your Personnel who use the Planner, have full capacity and authority to enter into these Terms and any Contract with Team Teach. If any of your Personnel are entering into the Contract on your behalf, you agree and acknowledge that:

(a) where you are aware such Personnel are acting in this manner, you shall be bound by their acts and/or omissions and represent and warrant that they are a duly authorised representative of you as an Organisation; and

(b) where such Personnel are acting without your knowledge, you will notify us immediately upon becoming aware that they are acting in an unauthorised manner, and failure to do so may result in a Contract being formed and you being liable for compliance with this Part F.

8.3.3 **Entire agreement.** The Contract is the entire agreement between you and us in relation to the provision of and access to the Planner. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract, on our website and/or the Planner (as applicable).

8.3.4 **Language.** These Terms and the Contract are made only in the English language.

8.4 Our Planner

8.4.1 **Planner.** We shall make the Planner available under these Terms and the Terms of Use, on a non-exclusive, and limited basis. Team Teach grants no rights to the Planner other than those granted under this Contract.

8.5 No AI Training

8.5.1 We shall not use or permit any other person to use the material you input into the Planner or any AI generated outputs to train, retrain, tune, validate, modify, update, or otherwise improve any of the AI functionality within the Planner.

8.6 Account

8.6.1 **Account.** When using the Planner, Personnel will be asked if they would like to register an account with us. You do not need an account to use the Planner or download material from the Planner. Creating an account is optional and allows you to save your work, return to it later, and continue on another device. Without an account, your work is saved only in your browser on the device used and may be lost if browser storage is cleared.

8.6.2 **Responsibility.** Personnel represent and warrant that they are a duly authorised representative of a school or trust and shall be acting on their behalf in relation to the Planner.

8.7 Your obligations

It is your responsibility to ensure (and procure that your Personnel ensure) that:

8.7.1 you cooperate with us in all matters relating to the Planner; and

8.7.2 you do not upload content to the Planner:

(a) that you do not have the right to share;

(b) where it is unlawful to do so; or

(c) where it contains personal data relating to individual pupils, families or staff (save the information that is required to open the account as referred to at 8.4.1 above); and

8.7.3 the Planner and any output from the Planner is used in accordance with this Contract.

8.8 How we may use your and your Personnel's personal information

8.8.1 We will use account information you provide to us to provide the Services.

8.8.2 For the purposes of this clause 8.8, the following definitions shall apply:

controller, **personal data** and **processor** shall have the meanings set out in the Data Protection Laws;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time and all other legislation and regulatory requirements in force from time to time which apply to Team Teach and/or the Organisation relating to the use of personal data (including, without limitation, the privacy of electronic communications); and

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

8.8.3 Team Teach and the Organisation agree and acknowledge that:

(a) for the purposes of the Data Protection Laws, each of Team Teach and the Organisation are independent data controllers in relation to their respective processing of personal data;

(b) they shall each comply with all applicable requirements of the Data Protection Laws; and

(c) each are separately responsible for their actions under the Data Protection Laws.

8.8.4 The Organisation shall indemnify and keep indemnified Team Teach against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Team Teach arising out of or in connection with the breach of the Data Protection Laws by the Organisation or Personnel.

8.8.5 Team Teach may, if it assesses that it is acting as a processor instead of as a controller in relation to any services it provides to the Organisation, at any time on not less than thirty (30) days' notice, revise this clause 8.8 to reflect such assessment, including by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Laws or forming part of an applicable certification scheme (which shall apply when replaced by attachment to these Terms). This clause 8.8 is in addition to, and does not relieve, remove or replace a party's obligations under the Data Protection Laws.

8.8.6 We will process your and your Personnel's personal information in accordance with our privacy policy, the terms of which are incorporated into this Contract.

8.9 Our rights to end the Contract

8.9.1 We may terminate any Contract in place at any time by writing to you if:

(a) you and/or your Personnel breach our Terms of Use;

(b) you or your Personnel do not comply with our code of conduct, policies, manuals and any other instructions we issue from time to time with respect to the Planner;

(c) you or your Personnel have, or we reasonably believe you or your Personnel have, infringed our intellectual property rights or other rights;

(d) you or your Personnel have acted in a way that we reasonably believe will or may bring us into disrepute;

(e) you or your Personnel have engaged, or we reasonably suspect you have engaged, in any illegal activity in connection with the Contract or your or your Personnel's use of the Planner; or

(f) we terminate your or your Personnel's access to the Planner for any reason and at our absolute discretion.

8.9.2 On termination of the Contract for the Planner for any reason your access to the Planner will be disabled. For the avoidance of doubt, you are entitled to continue to store and use the output from the Planner provided that you only use it for your own internal use and use is continued on an as is basis.

8.9.3 This clause 8.8 will survive termination of the Contract for the Planner.

8.10 Events outside our control

8.10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

8.11 Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

8.11.1 To the fullest extent permitted by law, except as expressly provided otherwise in these terms and conditions, we exclude all warranties, representations, terms, conditions or other commitments of any kind, that may apply to the Planner, whether express or implied, statutory or otherwise, and we specifically disclaim all implied warranties, including (without limitation) any warranties, representations, terms, conditions or other commitments of merchantability or fitness for a particular purpose or of satisfactory quality or of reasonable skill and care.

8.11.2 In connection with your use of the Planner, we are not liable to you for any indirect or consequential losses or for any loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, or loss of or damage to goodwill (in each case whether direct or indirect).

8.11.3 Subject to clauses 8.11.1, 8.11.2, 8.11.4 and given that the Planner is available to you free of charge, our total liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to £1.

8.11.4 Nothing in any Contract excludes or limits our liability for death or personal injury caused by our negligence; for fraud or fraudulent misrepresentation; or for any other liability which by law cannot be excluded or limited.

8.11.5 You will defend, indemnify us in full and keep us indemnified against all losses, damages, costs (on a solicitor and own client basis), claims, expenses and liabilities suffered or incurred by us arising out of or in connection with any breach by you or your Personnel (as applicable) of this Contract or any misuse by you or your Personnel of our Planner, or any claim, demand, suit or proceeding made or brought against us by a third party arising from any breach by you or your Personnel (as applicable) of our policies, code of conduct, manuals or any other instructions given by us in connection with the Planner.

8.11.6 This clause 8.11 will survive termination of any Contract.

8.12 **Intellectual property rights**

8.12.1 All intellectual property rights in or arising out of or in connection with the Planner will be owned by us.

8.12.2 You acknowledge and agree and will procure that your Personnel (as applicable) acknowledge and agree, that all right, title and interest (including intellectual property rights) in and to the Planner remain vested in us and that you and your Personnel do not have any rights to the Planner other than as specifically set out in these Terms.

8.12.3 We agree to grant you a non-exclusive, royalty-free licence to use the Planner only to assist your school or trust to audit its inclusion, plan your use of the Inclusive Mainstream Fund and draft your inclusion strategy in the DfE template.

8.12.4 You must, and must procure that your Personnel will:

(a) not cause or permit anything to be done which may damage or endanger the Planner, or any other intellectual property of us or our title to it or assist or allow others to do so;

(b) not use, sell, commercialise, copy, adapt, reverse engineer, modify, display, transmit, create derivative works of the Planner, except as expressly permitted under these Terms;

(c) notify us of any suspected infringement of our intellectual property rights of which you become aware;

(d) take such reasonable action as we shall direct, at our expense, in relation to any such infringement;

(e) compensate us for any use by you or your Personnel of the Planner, or our other intellectual property rights otherwise than in accordance with these Terms;

(f) on the expiration or termination of the Contract for whatever reason, immediately cease all use of our intellectual property rights, except to the extent expressly permitted otherwise under these Terms; and

(g) not use, or seek to register, our trade marks or any derivation of them without our consent.

8.12.5 You will not, and will procure that your Personnel (if applicable) will not, do, or omit to do, or permit to be done, any act that will or may weaken, damage or be detrimental to our trade marks or other intellectual property rights, or the goodwill associated with them. Any goodwill derived from your use of the Planner, or other intellectual property will accrue to us. You will not, and will procure that your Personnel will not, apply for, or obtain, registration of any marks that are similar to our trade marks in any country in the world.

8.12.6 You acknowledge and hereby confirm that your Organisation owns the content it enters or uploads in the Planner. You agree to grant us a non-exclusive, royalty-free licence to use such of your material that has been entered into or uploaded to the Planner to enable the Planner to operate.

8.13 Communications between us

8.13.1 When we refer to "in writing" in these Terms, this includes email.

8.13.2 Any notice or other communication given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first class post or other next working day delivery service, or email.

8.13.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first class post or other next working day delivery service, at 9am on the second working day after posting; or

(c) if sent by email, at 9am the next working day after transmission (provided that the sender has not received a delivery failure notice in such regard).

8.13.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee (and that there was no corresponding delivery failure notice).

8.13.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

8.14 General

8.14.1 **New products and services.** We may introduce new products and services from time to time, which may be subject to fees and charges and additional terms and conditions, as notified to you from time to time. Your use of such new products or services following such notification shall constitute acceptance of such additional terms and conditions.

8.14.2 **Assignment and transfer**

(a) We may assign or transfer our rights and obligations under any Contract to another entity.

(b) You may only assign or transfer your rights or your obligations under a Contract to another person if we agree in writing.

8.14.3 **Survival.** Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

8.14.4 **Variation.** Any variation of a Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

8.14.5 **Waiver.** If we do not insist that you perform any of your obligations under a Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not

have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

8.14.6 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

8.14.7 **Third party rights.** Each Contract is between you and us. No other person has any rights to enforce any terms of any Contract.

8.14.8 **Governing law and jurisdiction.** All Contracts are governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contracts to the exclusive jurisdiction of the English courts.

8.15 **If you have any problems**

If you have any questions or complaints about the Planner, please contact us. You can telephone our team at: +44 (0) 20 3746 0938 or email us at info@teamteach.com.