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## PAGODA ENTERPRISES LTD – TERMS & CONDITIONS

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### BACKGROUND:

**Please read these Terms and Conditions carefully before placing an order with Us.**

These Terms and Conditions, together with any other documents referred to herein (unless otherwise stated), set out the terms under which Pagoda Enterprises Limited (trading as “Pagoda”) provides mentoring and tuition services as shown at [www.pagoda.academy](http://www.pagoda.academy) (“Our Site”).

**Consumer Customers:** These Terms & Conditions apply to consumer customers subscribing for the Services and in addition the provisions of Schedule 1 sets out the specific rights for consumers. Schedule 2 does not apply to consumer customers.

**Business Customers:** These Terms & Conditions apply to business customers subscribing for the Services and in addition the provisions of Schedule 2 sets out the specific rights for businesses. Schedule 1 does not apply to business customers.

**Business customers are specifically referred to paragraph 2.2 in Schedule 2 regarding liability.**

**International Customers:** Please note We only deliver the Services within the United Kingdom and subject to the jurisdiction of the Courts and laws of England & Wales;

**Minors:** Minors can access the Services if a parent guardian or responsible adult has entered into a Contract to subscribe for the Services and then only under the supervision and control of the parent guardian or responsible adult who will be personally liable and responsible throughout;

**All Customers:** Our fees and the specific Services You have subscribed for are set out in the Agreement;

**Online Services** are as set out in Schedule 3;

**In person Services** are as set out in Schedule 4;

You will be required to read and accept these Terms and Conditions when ordering services from us when signing the Agreement. If you do not agree to comply with and be bound by these Terms and Conditions, you will not be able to order services or vehicles from Us. These Terms of Sale, as well as all documents, are in the English language only.

The following documents also apply to your use of Our Site:

- (A) Our Privacy Policy, available at [Privacy Policy 1 — Pagoda — Unlock Your Potential](#)

These Terms & Conditions together with the Schedules and the Agreement and any and all other documents referred to in these Terms & Conditions set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to You;

Terms and information that are specific to accessing sessions of Paid Content presented by a Tutor (as defined below) from or via Our Site using the Zoom or equivalent cloud-based web conferencing platform are set out in the Schedule 3 and they will have the same effect as if set out in these Terms & Conditions.

FOR CONSUMERS: All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:

- (i) are required by law to give to You before You order a Subscription; or

(ii) voluntarily give to You and You rely on it either when deciding to order a Subscription or when, subsequently, You make any decision about the Subscription.

We give You some of that information before You order a Subscription and some it is set out in these Terms & Conditions and the attachment.

Paid Content is intended for access and use only by a person who is aged 18 or over, and only a person of that age can set up an Account and purchase a Subscription.

These Terms & Conditions, as well as any and all Contracts, are in the English language only.

These Terms & Conditions apply only to the sale of Paid Content;

## Definitions and Interpretation

1.1 In these Terms & Conditions, unless the context otherwise requires, the following expressions have the following meanings:

**“Account”** means the account, that You must set up with Us in order to purchase any Subscription;

**“Agreement”** means the Agreement entered into between You and Us which details the Services, pricing and other delivery, and other terms You have requested and We have agreed to provide;

**“Background Items”** means background and other information or materials relating to or forming part of the tuition, instruction, teaching, coaching, training, or mentoring to be provided, all of which information or materials is downloadable or viewable as text/graphics;

**“Consumer”** means an individual customer who purchases any Subscription to Our Services which is to be received or used for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;

**“Contract”** means the Agreement and these Terms & Conditions, including the Schedules for the purchase of a Subscription for You to access any Paid Content, whether on line or in person;

**“Paid Content”** means any content (including text, graphics, images, audio, and video) comprising any session of tuition, instruction, teaching, coaching, training, or mentoring, or any Background Items or other materials or information, which We offer. The sessions, Background Items and other information or materials are sold by Us through Our Site and made available by Us at Our discretion by means of:

two-way synchronous livestream audio and/or video technology, e.g. Zoom, GoToMeeting, Teams, We Chat and any equivalent;

Live face to face sessions whether in person or using video technology;

asynchronous livestream video and/or audio;

recorded streamed non downloadable video and/or audio; and

downloadable (or other viewable) text, graphics or other video, audio, or other items or information, including Background Items.

Paid Content will be more fully described in other information that We give or make available to You before You order a Subscription. We may, if We so decide in our discretion, at any time and without notice substitute any Tutor(s) who is suitably qualified and experienced;

**“Services”** Means the provision of the Paid Content however delivered as detailed in the Agreement;

**“Subscription”** means a subscription to Our Site purchased by You which provides You with the entitlement and access to Paid Content which may be online or in person, and which may be a one off payment or a series of payments (as detailed in the Agreement) and which comprises either/or:

(a) one or more specific single events or items; and/or

(b) one or more series or collections of two or more specific events or items; and/or

(c) one or more or all types of events or items available on or via Our Site; and

(d) the Background Items.

We will give You information about the times and dates or periods of access to (a), (b) and (c) before You purchase the Subscription.

Every Subscription will include access to the Background Items for the whole period of the Subscription, and they will all be accessible as soon as We have sent You a Subscription Confirmation;

**“Subscription Confirmation”** means Our acceptance and confirmation of Your purchase of a Subscription and this can be an email (see Clause 6.4) or equally Our signed part of the Agreement;

**“Subscription ID”** means the reference number for Your Subscription;

- “Tutor”** means the tutor, instructor, teacher, coach, mentor, or other individual who presents the Paid Content and/or who interacts with You online during any session of Paid Content;
- “We/Us/Our”** means Pagoda Enterprises Ltd, (trading as Pagoda) a company registered in England under 13113228, whose registered address is 12, International House, Constance Street, London E16 2DQ; and
- “You”** means the Consumer or Business Customer who sets up an Account and purchases a Subscription and accesses and uses any Paid Content.

## **2. Information About Us**

2.1 Our Site, [www.pagoda.academy](http://www.pagoda.academy) is owned and operated by Us;

## **3. Contacting Us**

3.1 If You wish to contact Us whether for general enquiries, paid content, subscription, account or cancellation purposes, You may contact Us by email at [jarrod@pagoda.academy](mailto:jarrod@pagoda.academy) or by post to 12, International House, Constance Street, London E16 2DQ;

3.2 To make a complaint, see Clause 15.

## **4. Age Restriction and Consumers only**

Only if a person is aged at least 18 years of age and a Consumer may they set up an Account or purchase a Subscription through Our Site and access Paid Content.

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

5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any subsequent renewal or new Subscription. We will inform You of any change in price at least 1 month before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 12.1.

5.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of that Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable information will be provided to You.

5.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 7 calendar days before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 12.1.

5.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.

5.5 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing

to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 14 calendar days, We will treat Your order as cancelled and notify You of this in writing.

- 5.6 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.7 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order.
- 5.8 All prices on Our Site include VAT. If the VAT rate changes between Your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## 6. Orders – How Contracts Are Formed

- 6.1 The Services you want to subscribe, pricing timing and all other matters relating to what You have ordered from Us will be set out in the Agreement. Before completing Your purchase of a Subscription, You will be given the opportunity to review Your order for the Subscription in the Agreement and amend it. Please ensure that You have checked Your order carefully before submitting it.
- 6.2 If, during the order process, You provide Us with incorrect or incomplete information (including any incorrect or incomplete information about You or the type of Paid Content that You require) please contact Us as soon as possible. If We are unable to process Your order due to incorrect or incomplete information, We will contact You to ask to correct it. If You do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel Your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from You providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of Your order does not mean that We have accepted it. Our acceptance is indicated by Us sending You a counterpart Agreement signed by Us or otherwise a Subscription Confirmation by email. **Only once We have sent You a Subscription Confirmation and You have paid all monies that You are required to pay, will there be a legally binding Contract between Us and You.**
- 6.4 Subscription Confirmations sent by email from us shall contain the following information:
  - 6.4.1 Confirmation of the acceptance of the Agreement and therefore that You have entered into the Contract with Us;
  - 6.4.2 Confirmation of Your acknowledgement that the Paid Content will be made available to You immediately. **Consumers Only:** You will lose Your

legal right to change Your mind and cancel upon accessing the Paid Content as detailed below in Schedule 1 paragraph 1;

- 6.4.3 In relation to any video (live or recorded) event, item, series, collection or type/s of events or items or Background Items constituting the Paid Content, the time/date when or period during which it can be accessed; and
- 6.5 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 14 calendar days.
- 6.6 Any refunds under this Clause 6 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that You used when purchasing Your Subscription.

## **7. Payment for Subscriptions**

- 7.1 Payment for each Subscription must always be made in advance in full. Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation.
- 7.2 We accept the following methods of payment on Our Site:
  - 7.2.1 Bank transfer;
- 7.3 If You do not make any payment due to Us on time, We will suspend Your access to the Paid Content. For more information, please refer to sub-Clause 8.6. If You do not make payment within 7 calendar days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.4 If You believe that We have charged You an incorrect amount, please contact Us at [jarrod@pagoda.academy](mailto:jarrod@pagoda.academy) as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

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

- 8.1 We agree to make available to You on these Terms & Conditions the Paid Content for which You subscribe but if You choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us, You are unable to do so, You will not be entitled to any refund.
- 8.2 All Paid Content within the scope of Your Subscription will be available to You when We send You a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until You end the Contract, on and subject to the following:
  - 8.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non livestreamed item or Background Item, the period within which it is or will be available for access.
  - 8.2.2 If an item of Paid Content is a livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to

start, but the start may be delayed either by overrun of a previous livestream item (such being made available by Us to You and/or to others) or by other circumstances. Any such delay will not normally exceed 30 minutes but if the delay exceed this then we will credit you the fee for future use.

- 8.3 **Consumers Only:** By accessing (e.g. downloading or streaming) any Paid Content, You will lose Your legal right to cancel if You change Your mind (the “cooling-off period”). Please see Schedule 1 paragraph 1 for more information.
- 8.4 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
- 8.4.1 To fix technical problems or to make necessary minor technical changes;
  - 8.4.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
  - 8.4.3 To make more significant changes to the Paid Content.
- 8.5 **Business Customers** do not have a right to cancel.
- 8.6 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.4, We will inform You in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform You as soon as reasonably possible after suspension). If the suspension lasts (or We tell You that it is going to last) for more than 1 month, You may end the Contract as described below in sub-Clause 12.2.
- 8.7 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 7 calendar days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any Paid Content while provision is suspended.
- 8.8 Any refunds under this Clause 8 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.9 Refunds under this Clause 8 will be made using the same payment method that You used when purchasing Your Subscription.

## 9. Licence

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

Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and

- 9.2.2 When You use a two-way livestream facility to access a Paid Content item or event You must not communicate or make accessible to any other person (who also accesses or participates in it as one of Our customers) anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of it;

## 10. Problems with the Paid Content

- 10.1 We use reasonable endeavours to provide Paid Content that is of satisfactory quality, fit for purpose, and as described, and to use reasonable care and skill. If any Paid Content available through Your Subscription does not comply or We do not so act, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 10.1.1 If the Paid Content has faults, You will be entitled to a repair or a replacement.
- 10.1.2 If We cannot fix the problem, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to You, You may be entitled to a full or partial refund.
- 10.2 Please note that We will not be liable under this Clause 10 if We informed You of the fault(s) or other problems with particular Paid Content before You accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned You that it may contain faults that could harm Your device or other content), if You have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3 If there is a problem with any Paid Content, please contact Us at [jarrod@pagoda.academy](mailto:jarrod@pagoda.academy) or visit the contact page on Our Site [www.pagoda.academy](http://www.pagoda.academy) to inform Us of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that You used when purchasing Your Subscription.
- 10.6 **Consumers Only:** For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or Trading Standards Office.

## 11. Cancelling Your Subscription

- 11.1 If You are a Consumer, see Schedule 1.
- 11.2 If You are a Business customer see Schedule 2.

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

- 12.1 You may end the Contract at any time if We have informed You of a forthcoming change to Your Subscription or the Paid Content (as described in sub-Clauses 5.3 or 5.5), or to these Terms & Conditions that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription, We will issue You with a refund. If the change will not take effect or apply to You until the expiry of Your current Subscription, the Contract will end at the end of that Subscription period and You will continue to have access to the Paid Content until that date.
- 12.2 If We have suspended availability of the Paid Content for more than 14 calendar days, or We have informed You that We are going to suspend availability for more than 14 calendar days, You may end the Contract immediately, as described in sub-Clause 8.5. If You end the Contract for this reason, We will issue You with a refund.
- 12.3 If there is a risk that availability of the Paid Content will be significantly delayed because of events outside of Our control lasting 1 calendar month or longer, You or We may end the Contract immediately. If You or We end the Contract for this reason, We will issue You with a refund.
- 12.4 If We inform You of an error in the price or description of Your Subscription or the Paid Content and You wish to end the Contract as a result, You may end it immediately. If You end the Contract for this reason, We will issue You with a refund.
- 12.5 Refunds under this Clause 12 will be made within 14 calendar days of the date on which Your cancellation becomes effective, using the same payment method that You used when purchasing Your Subscription.

## **13 Complaints and Feedback**

- 13.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available from Us on request.
- 13.3 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:
- 13.3.1 In writing, to 12, International House, Constance Street, London E16 2DQ;
  - 13.3.2 By email, to [jarrod@pagoda.academy](mailto:jarrod@pagoda.academy)

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

We will only use Your personal data as set out in Our Privacy Notice available from Our website [Privacy Policy 1 — Pagoda — Unlock Your Potential](#)

## **15 Other Important Terms**

- 15.1 We may transfer (assign) Our obligations and rights under these Terms & Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms & Conditions (and the Contract) will not be affected and Our obligations under these Terms & Conditions (and the Contract) will be transferred to the third party who will remain bound by them.

- 15.2 You may not transfer (assign) Your obligations and rights under these Terms & Conditions (and under the Contract) without Our express written permission.
- 15.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 15.4 If a court or other authority finds that any part(s) of these Terms & Conditions are unlawful, the remaining parts will remain in full force and effect.
- 15.5 If We fail to take steps or delay in taking steps to enforce any of Our rights against You under these Terms & Conditions, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under the Contract.
- 15.6 We may revise these Terms & Conditions from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms & Conditions as they relate to Your Subscription, We will give You reasonable advance notice of the changes.

## 16 Law and Jurisdiction

- 16.1 These Terms and Conditions, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.
- 16.2 **As a Consumer**, You will benefit from any mandatory provisions of the law in Your country of residence. Nothing in sub-Clause 18.1 above takes away or reduces Your rights as a consumer to rely on those provisions.
- 16.3 **As a Consumer**, any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by Your residency and for international customers it shall be England & Wales.
- 16.4 **As a Business** customer, any disputes, proceedings, or claims shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

### SCHEDULE 1

#### Consumers Only

1 For consumers only by default You have a legal right to a “cooling-off” period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends when You access (e.g. download or stream) any Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.

2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to Clause 12, We cannot offer any refunds and You will continue to have access to the Paid Content for the remainder of Your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.

3 If You purchase a Subscription by mistake (or allow Your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided You have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If You have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and You will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).

4 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation in any way You wish, however for Your convenience We offer a cancellation form at Schedule 5. Cancellation by email or by post is effective from the date on which You send Us Your message. If You would prefer to contact Us directly to cancel, please use the following details:

Email: [jarrod@pagoda.academy](mailto:jarrod@pagoda.academy) ;

Post: 12, International House, Constance Street, London E16 2DQ;

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

Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.

5 Refunds under Schedule 1 will be made using the same payment method that You used when purchasing Your Subscription.

## **6 Our Liability to Consumers**

6.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of these Terms & Conditions (or the Contract) or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.

6.2 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

6.3 Nothing in these Terms & Conditions seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation, or for Paid Content which is not as described, does not match information that We provided, not of satisfactory quality, or is not fit for any purpose made known to Us.

6.4 Nothing in these Terms & Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

6.5 We will not be responsible or liable if You are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control (including but

not limited to a cause of that type specifically referred to in the Attachment).

## **SCHEDULE 2**

### **BUSINESS CUSTOMERS**

#### **1 Business Customers**

1.1 This Schedule 2 applies to business customers only. These Terms and Conditions do not apply to individual consumers. If you are a consumer, please consult Schedule 1.

1.2 Regarding matters set out in this Schedule 2 you acknowledge that you read and accepted them before forming a Contract with Us and had the opportunity to negotiate the provisions below. You further acknowledge that you have not relied upon any statement, representation, warranty, assurance, or promise made by or on behalf of Us that is not set out in the Terms and Conditions and the Schedules and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based upon any statement herein.

#### **2 Our Liability**

2.1 We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.

2.2 Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be the Contract price. Having regard to paragraph 1.2 above and the Services You agree that this is a reasonable limit to Our liability and that We made You aware of this provision before a Contract was formed.

2.3 Except to the extent expressly set out above the terms implied by Sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

2.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; for breach of the terms implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; for defective products under the Consumer Protection Act 1987; or for any other matter in respect of which liability cannot be excluded or restricted by law.

## **SCHEDULE 3**

Throughout, where we refer to Zoom this includes two-way synchronous livestream audio and/or video technology, e.g. Zoom, GoToMeeting, Teams, We Chat and any equivalent;

**2. Use of the Zoom or equivalent web-conferencing platform to access tuition, instruction, teaching, coaching, training or mentoring (“the Content”) online**

We offer the Content online as an alternative to a tuition session in-person for (at Our premises or at Your home) for any reason.

We use technology which allows Us to provide the Content provided that You have the appropriate technology (see below) to receive the Content. For this purpose, We use the Zoom or equivalent cloud-based web conferencing platform (“Zoom or equivalent”).

Where We are to make any of the Content available for You by means of Zoom or equivalent it will be on the following basis.

**3. The technology that We will be responsible for providing**

We will subscribe to Zoom or equivalent and will pay any necessary fees to Zoom or equivalent to maintain that subscription. It will enable Us to act as “host” and to provide the Content to You over the internet via the Zoom or equivalent facility.

To receive or participate in any of the Content via Zoom or equivalent, You will need to join an online session which is within the scope of Your Subscription. You will not need to pay any fee or charge to use the Zoom or equivalent facility or join that session: You will only need to pay for the Content made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoom or equivalent App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom or equivalent.

**4. The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Content via Zoom or equivalent.

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zoom or equivalent App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Content;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You or the Tutor;
- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose, external microphone and/or speakers as reasonably necessary; and
- (f) Exercise/note books, pens, pencils, and any books, materials or equipment that You will need, as advised by Us before You place Your order for a Subscription.

We do not supply or make available the Zoom or equivalent platform that You use to access any Paid Content. We are not a party to Your download and use of that platform, and We will have no responsibility or liability to You in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Zoom or equivalent as the third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the Zoom or equivalent platform but is instead downloadable directly from Our Site.

## **5. Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Content. However, We may, if You request it, either before or during any session of the Content, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing except if Your Device or Your content is damaged in circumstances where We are liable in respect of that damage under sub-Clause 14.3.

We will not be responsible or liable to You if You are unable to access any of the Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Content that We have made available for You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom or equivalent platform used by Us or You to make the Content available to You; or
- (d) Your inability to access the Content due to failure of or defects in Our Site etc.

## **6. Account setup needed**

In order to purchase any Subscription and enable You to receive any Content, You will first need to setup and then maintain an Account with Us. Please also note the following in regard to Account setup.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content for use in the UK to individuals residing in the UK. You may only open an Account with a residential address in the UK.

During the process of setting up an Account, You will be required to choose a password

and user name. We recommend that You choose a strong password for Your Account.

You may be asked for additional information regarding Your Account, such as Your e-mail address.

## **7. Your responsibility for Your Account and its security**

You must not share Your Account or Your Account details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You log out from Your Account at the end of each session accessed by You. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use anyone else's Account without prior authorization from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

If You wish to close and delete Your Account, You may do so via the 'Contact' section of Our Site.

## **8. Your privacy and security on each occasion when Content is accessed**

### **Where You Purchase a Private Session**

Note that all sessions that You purchase will be accessible only to You as an individual private session.

### **Where You Purchase a Group Session**

Where any session that You access is two-way synchronous livestream audio and/or video technology (not a pre-recorded one-way transmission), on the occasion You accessing it, it will also be made simultaneously accessible to all others who have purchased it and choose to access it unless We specify that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless We specify that a particular two-way session is only accessible to You, the following will apply to such a session:

- (a) When You sign in to Zoom or equivalent, You should indicate Your first name only since Your name will be visible to Our other customers taking part;
- (b) You understand and are aware that there is a risk that other customers and other people may see and hear (via the video and/or audio facilities of the Zoom or equivalent App and Your Device) not only You but also Your space and its surroundings and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space that You use should be free of others and it should be difficult to see or hear via the Zoom or equivalent App and Your Device any interactions between

people who are in or near that space and its surroundings. For example, You might decide to use a private room and/or wear headphones;

- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (e) We cannot ensure privacy or confidentiality due to the nature of two-way sessions involving Our other customers as well as You;
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any two-way session in order to protect Your privacy and that of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

## **9. Health and Safety**

You acknowledge and agree that:

- (a) When You purchase a Subscription and at least 48 hours before You participate in any session,

You must tell Us of any special requirement, problem or condition of which You are aware which might be relevant to You participating in that session. We will discuss with You any such matter that You tell Us, and inform You if We decide not to accept Your order for a Subscription because of the particular requirement, problem or condition in question. If We do accept Your order, You must act in accordance with any instructions provided by Us relating to the matter; and

- (b) Due to the remote nature of online sessions, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session You fall ill, have an accident or experience any other problem.

## **10 Tutors**

Please note that:

- (a) We will in Our discretion decide which Tutor to assign to each session. Where a Subscription comprises more than one session, We may assign different Tutors to different sessions but will endeavour to minimize the changes of Tutor from one session to the next in relation to each Subscription.
- (b) In any event, the Tutor who We assign to any session will be appropriately qualified and/or experienced at the appropriate level for that session and will be competent to conduct that session.

## **11 Scope of Our Content**

**Content offered:** We offer tuition as chosen by You on the Agreement;

**Period of sessions:** Where a session is a live two-way interactive session, We will provide individual tuition for You for a period of detailed on the Agreement;

Satisfactory progress cannot be guaranteed, and We make no warranty or representation that any particular progress or result will be brought about (including, where relevant, passing any examination) as a result of You taking part in or viewing any session(s).

**Attendance:** If You are not available for a session for any reason it is solely Your responsibility to ensure that You make up for that missed session by purchasing an additional session if necessary.

**Punctuality:** We expect You to be ready for a session at least 5 minutes before the scheduled start time of the session to ensure that You are ready to start on time.

**Course or other equipment, items materials etc.:** We may make suggestions as to any equipment, textbooks, videos or other materials or items that You should read, view, purchase or otherwise acquire where We think it is necessary or helpful for You to have a copy to use during or outside sessions but We cannot provide such materials or items for You.

**Practise/Homework/Tasks/Assignments:** We may give You at the end of a session an assignment or tasks to carry out, and You should complete it/them prior to Your next session.

**Our commitment, amount of tuition needed:** We agree to teach You at the agreed times and days. It is not possible to determine at the outset how much tuition You will require.

### **Your Commitment**

**Preparation for each session:** You should attend each session prepared by completing any assignment, work, tasks set for You at the previous session. Adequate preparation for sessions is more likely to result in satisfactory progress.

## **12 Provision of items by You**

We are not responsible for obtaining or providing any equipment, materials items for You but We may recommend to You equipment, materials or items that You will or might need, and You should adopt any recommendation that We do choose to make to You as to equipment, materials or items that You should obtain/use.

## **SCHEDULE 4**

### **The On Premises Terms for in person delivery of Services**

**1** Paragraphs 7 to 11 in Schedule 3 shall apply to this Schedule 4 as if set out herein in full mutatis mutandis meaning with suitable revisions for the provision of in person Services rather than by Zoom or equivalent;

**2** We will not be responsible for care or safety of anyone at Your Premises whether attending a Session or not.

**3** In the interests of Your well-being, You must inform Us before You or any Staff attend any Session of any medical or other condition or disability affecting You or them which might be or become relevant in relation to that Session.

**4** We do not undertake to keep Your Premises, or Your or another's personal belongings at Your Premises safe or secure. Loss of or damage to them will be at Your own risk.

**5** You shall allow the Us (including any Trainers/Coaches) such access to Your premises as is necessary to carry out the Services provided that You shall only be obliged to afford such access during business hours unless You and We have agreed otherwise;

**6** You agree that You shall comply and with the all applicable Safety and Security

Requirements and regulations for the premises concerned.

**7** You shall make available to Us (including Our Trainers/Coaches) free of charge restroom facilities.

**8** You shall ensure that all workplaces meets the health, safety and welfare needs of all those who will use them, and wherever appropriate, for people with disabilities.

**9** You shall ensure that you have public liability insurance cover in place with a reputable insurer for not less than £1 million.

**10** You must not have any electronic device in a Session except as We agree may be used in or after that Session, e.g. a recording device used specifically to record a Session or part of it.

**11** You must not make any copies of any books or other materials that are used in or in connection with any Session unless We agree in writing to copying of any specific book or materials (or part/s thereof) produced by Us.

If You do not comply with any of these requirements, We may cancel the Session without liability for any refund or other amount.

#### SCHEDULE 5

#### MODEL CANCELLATION FORM

Please complete and return this form only if you wish to withdraw from your contract with Us.

<b>To:</b>	
I hereby give notice that I cancel my contract for the provision of the following Services.	
<b>Description of Services:</b>	
<b>Ordered on:</b>	
<b>Full Name:</b>	
<b>Address:</b>	
<b>Signature:</b> (only if this form is notified on paper otherwise typed in)	
<b>Date:</b>	