

Team Teach Ltd

Platform, Website and Course Terms of Use

1 Please read these terms and conditions carefully before using Team Teach Connect or our website or attending a Course delivered by us

- 1.1 By using the Team Teach Connect platform (**Team Teach Connect**) or our website or by attending a training course delivered by us (**Course**), you confirm that you accept these terms of use (**Terms**) and that you agree to comply with them. If you do not agree to these Terms, you must not use Team Teach Connect or our website or attend a Course.

2 Who we are and how to contact us

- 2.1 We are Teach Team Limited Ltd (**we, us, and our**), a limited company registered in England and Wales under company number 03770582 and have our registered office at Longbow House, 20 Chiswell Street, London, England, EC1Y 4TW.

- 2.2 You can contact us:

2.2.1 by telephone on 020 3746 0938;

2.2.2 by email at info@teamteach.com; or

2.2.3 by post at Longbow House, 20 Chiswell Street, London, EC1Y 4TW.

- 2.3 For Australian users, all references to Team Teach in these Terms is a reference to Team Teach's Australian company, Team-Teach Asia Pacific Pty Limited (ABN 11 112 325 738) located at 2 Waratah Drive, Clontarf, Queensland 4019. You can contact us by writing to us at info@team-teach.com.au.

3 We may make changes to these Terms and to Team Teach Connect and our website

- 3.1 We may amend these Terms from time to time. Every time you wish to use Team Teach Connect or our website or attend a Course, please check these Terms to ensure you understand the Terms that apply at that time.

- 3.2 We may update and change Team Teach Connect, our website or our Courses, from time to time to reflect changes in applicable laws or to our services, our users' needs, and our business priorities.

4 Accessing Team Teach Connect and our website

- 4.1 The website is made available to you free of charge. Individual access to Team Teach Connect for attendees of our Courses and our trainers is made free of charge. We charge organisations to become members of Team Teach Connect, as set out in our terms of business.

- 4.2 Team Teach Connect is designed: (a) to allow us and/or our certified trainers to organise and administer Courses to you and your users; (b) to enable you and your users to make bookings for Courses; and (c) to enable you and your users to access content we upload to Team Teach Connect related to Courses in which you or your users have enrolled.

- 4.3 Subject to these Terms, we grant you and, where you are an organisation, your users a non-exclusive, non-transferable, non-sublicensable licence to access and use Team Teach Connect and any content uploaded to Team Teach Connect solely for the purpose of receiving services provided by us or for providing services on our behalf.
- 4.4 If you are an individual user assigned to a particular organisation you must update your Team Teach Connect profile if you leave the employment of that organisation.
- 4.5 Where your new employer is a member of Team Teach Connect you must assign yourself to your new organisation. If your new employer is not a member of Team Teach Connect you will not be able to attend further Courses or where relevant deliver any training unless and until your new employer joins Team Teach Connect.
- 4.6 When you place an order for (or enrol in) a Course through Team Teach Connect, our terms of business provided to your organisation will apply to and will govern your order, and the provision of any Courses we agree to provide to you or your users. You must only place an order for or enrol in a Course if your organisation has agreed our terms of business. Where you have left the employment of an organisation you may no longer enrol for Courses which are paid for by that organisation and must instead agree any new Courses you wish to attend with your new organisation, which must also have agreed our terms of business. If you are an Employer Trainer you cannot deliver Courses at your new organisation until it has agreed our terms of business.
- 4.7 We do not guarantee that Team Teach Connect or our website, or any content on Team Teach Connect or our website, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of Team Teach Connect or our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.8 You are also responsible for ensuring that all persons who access Team Teach Connect or our website through your internet connection, or attend our Courses, are aware of these Terms and other applicable terms and conditions, and that they comply with them.
- 4.9 Team Teach Connect and our website are directed to people residing in the United Kingdom. We do not represent that content available on or through Team Teach Connect or our website are appropriate for use or available in other locations.

5 Account details and certificates

- 5.1 If you choose, or you are provided with, a user identification code, password, or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 5.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 5.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us using the contact details set out above.
- 5.4 Where you leave the employment of an organisation, it is your responsibility to update your email address if the registered email address is connected to that organisation.

- 5.5 Certificates for Courses can be transferred to your new organisation provided that you update your Team Teach Connect profile with the details of your new organisation, and provided that the new organisation is or becomes a member of Team Teach Connect and agrees our terms of business.

6 How you may use material on Team Teach Connect and our website

- 6.1 We are the owner or the licensee of all intellectual property rights in Team Teach Connect and our website, and in the material (including training materials) published on Team Teach Connect and our website. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 6.2 You may, where we specifically permit you to, download or print documents made available to you on Team Teach Connect.
- 6.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 6.4 Our status (and that of any identified contributors) as the authors of content on Team Teach Connect and our website must always be acknowledged.
- 6.5 You must not use any part of the content on Team Teach Connect or our website for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6 If you print off, copy, download, share or repost any part of Team Teach Connect or our website in breach of these Terms, your right to use Team Teach Connect and our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7 No text or data mining, or web scraping

- 7.1 You shall not conduct, facilitate, authorise, or permit any text or data mining or web scraping in relation to Team Teach Connect or our website or any services provided via, or in relation to, Team Teach Connect or our website. This includes using (or permitting, authorising, or attempting the use of):
- 7.1.1 Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process, or methodology to access, obtain, copy, monitor or republish any portion of Team Teach Connect or our website or any data, content, information or services accessed via the same.
- 7.1.2 Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends, and correlations.
- 7.2 This shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

8 Information on Team Teach Connect and our website

- 8.1 The content on Team Teach Connect and our website (including any training materials) is provided for general information only. We record the details of any Courses that you successfully complete and we may provide you with personal certification details and/or details of continuing professional development hours following your successful completion of a Course and it is your responsibility to ensure that these details are correct. You must obtain legal and/or other professional advice before taking, or refraining from, any action on the basis of the content on Team Teach Connect or our website.
- 8.2 Although we make reasonable efforts to update the information on Team Teach Connect and our website, we make no representations, warranties or guarantees, whether express or implied, that the content on Team Teach Connect or our website is accurate, complete, or up to date.

9 We are not responsible for websites we link to

- 9.1 Where Team Teach Connect or our website or any training materials contain links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 9.2 We have no control over the contents of those websites or resources.

10 User generated content is not approved by us

- 10.1 Team Teach Connect and our website and training materials may include information and materials uploaded by other users of Team Teach Connect or our website. This information and these materials have not been verified or approved by us. The views expressed by other users of Team Teach Connect, or our website do not represent our views or values.
- 10.2 If you wish to complain about any of the content on Team Teach Connect or our website, please contact us using the contact details set out above. Complaints will be dealt with in accordance with our customer service policy which is available from us on request.

11 Attendance at Courses

- 11.1 You will only be issued with a Course certificate and certified in respect of the methods we teach during the Courses once we have determined that you successfully meet all the Course criteria and provided that you have fully participated in the Course and the organisation which has organised the Course for you has paid all fees. The Course criteria will be communicated to you during the Course.
- 11.2 The Course is scheduled to begin on the date, and will be of the duration, specified in the information made available to you by us (or the organisation which has organised the Course on your behalf) in advance of the Course taking place. You must ensure that you attend the Course on the date and time notified to you.

12 **Contributions to Team Teach Connect and Courses**

12.1 You must co-operate with us in all matters relating to Team Teach Connect and the Course and you agree that any contributions you make to Team Teach Connect, or a Course must not:

- 12.1.1 be defamatory of any person;
- 12.1.2 be damaging to our reputation;
- 12.1.3 be obscene, offensive, hateful or inflammatory;
- 12.1.4 bully, insult, intimidate or humiliate;
- 12.1.5 promote violence;
- 12.1.6 promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- 12.1.7 infringe any copyright, database right or trade mark of any other person;
- 12.1.8 be likely to deceive any person;
- 12.1.9 promote any illegal content or activity;
- 12.1.10 be in contempt of court;
- 12.1.11 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- 12.1.12 be likely to harass, upset, embarrass, alarm or annoy any other person;
- 12.1.13 impersonate any person or misrepresent your organisation's identity or affiliation with any person; and/or
- 12.1.14 contain any advertising or promote any services or web links to other sites.

13 **If there is a problem with Team Teach Connect or a Course**

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

14 **Our responsibility for loss or damage suffered by you in relation to the website and Platform**

Whether you are a consumer or a business user:

14.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

14.2 We do not warrant that:

- 14.2.1 Team Teach Connect or website will operate error free or that Team Teach Connect, our website or any material we upload to Team Teach Connect or our website are or will be free of computer viruses or similar contamination or destructive features;
 - 14.2.2 Team Teach Connect or website will run on any particular computer system or browser; or
 - 14.2.3 Team Teach Connect, our website or any material we upload to Team Teach Connect or our website are or will be accurate, complete, reliable, secure, useful, fit for purpose or timely. As set out in paragraph 8.1 it is your responsibility to ensure that the details of any professional certifications or details of continuing professional development hours we provide are accurate and complete.
- 14.3 To the extent permitted by applicable law: Team Teach Connect, our website and any material we upload to Team Teach Connect or our website are provided on an “as is” and “as available” basis without any warranties, condition or representation of any kind and we disclaim all warranties, conditions and representations including, but not limited to, the warranties, conditions or representations of merchantability, non-infringement of third parties rights, and fitness for particular purpose. If there are any issues with the details of any professional certifications or details of continuing professional development hours we provide it is your responsibility to inform us of any issue in order that we may take steps to rectify any issue that arises.

If you are a business user:

- 14.4 We exclude all implied conditions, warranties, representations or other terms that may apply to Team Teach Connect, our website or any content on them.
- 14.5 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
- 14.5.1 use of, or inability to use, Team Teach Connect or our website; or
 - 14.5.2 use of or reliance on any content displayed on Team Teach Connect or our website.
- 14.6 In particular, we will not be liable for:
- 14.6.1 loss of profits, sales, business, or revenue;
 - 14.6.2 business interruption;
 - 14.6.3 loss of anticipated savings;
 - 14.6.4 loss of business opportunity, goodwill or reputation; or
 - 14.6.5 any indirect or consequential loss or damage.

If you are a consumer user:

- 14.7 Please note that we only provide Team Teach Connect and our website for domestic and private use. You agree not to use Team Teach Connect or our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.8 If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation.
- 15 **How we may use your personal information**
- 15.1 You will be required to register with us in order to attend a Course or access and use certain features of Team Teach Connect and/or our website. If you choose to register with us, you may be asked to provide certain information. You agree to provide and maintain true, accurate and current information as prompted by Team Teach Connect, our website or a trainer. If you choose not to provide any information requested via Team Teach Connect, our website or a trainer, you acknowledge and agree that you may not be able to benefit from the Course or use certain aspects of Team Teach Connect or our website.
- 15.2 We are committed to protecting and respecting your personal data and privacy. We will only use your personal information in accordance with our privacy policy which is available at <https://www.teamteach.co.uk/policies-procedures/privacy-policy/>.
- 16 **Uploading content to Team Teach Connect or our website**
- 16.1 You retain all of your ownership rights in any content you upload to Team Teach Connect or the website, but you are required to grant us and other users of Team Teach Connect and our website a limited licence to use, store and copy that content and to distribute and make it available to other users of Team Teach Connect and the website for the purpose of delivering our services.
- 16.2 We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to Team Teach Connect or our website constitutes a violation of their intellectual property rights or of their right to privacy.
- 16.3 We have the right to remove any posting you make on Team Teach Connect or our website if, in our opinion, your post does not comply with the requirements of paragraph 7 (No text or data mining or web scraping) and paragraph 12 (Contributions to Team Teach Connect and Courses).
- 16.4 If you wish to contact us in relation to content you have uploaded to Team Teach Connect or our website and that we have taken down, please contact us using the contact details set out above.
- 16.5 You are solely responsible for securing and backing up your content.
- 16.6 You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

17 Rights you are giving us to use material you upload

17.1 When you upload or post content to Team Teach Connect or our website, you grant us the following rights to use that content:

17.1.1 a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by Team Teach Connect or our website and across different media including to promote Team Teach Connect and our website or the service to expire when the user deletes the content from Team Teach Connect or our website; and

17.1.2 a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content in accordance with the functionality of Team Teach Connect or the website to expire when the user deletes the content from Team Teach Connect or the website.

18 We are not responsible for viruses, and you must not introduce them

18.1 We do not guarantee that Team Teach Connect or our website will be secure or free from bugs or viruses.

18.2 You are responsible for configuring your information technology, computer programmes and platform to access Team Teach Connect or our website. You should use your own virus protection software.

18.3 You must not misuse Team Teach Connect or our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to Team Teach Connect or our website, the servers on which Team Teach Connect or our website are stored, or any server, computer or database connected to Team Teach Connect or our website. You must not attack Team Teach Connect or our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use Team Teach Connect and our website will cease immediately.

19 Rules about linking to our website

19.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you.

19.2 Our website must not be framed on any other site, nor may you create a link to any part of our website other than the home page.

19.3 We reserve the right to withdraw linking permission without notice.

19.4 If you wish to link to or make any use of content on Team Teach Connect or our website other than that set out above, please contact us using the contact details set out above.

20 **We are not responsible for events outside our control**

20.1 We are not responsible for events outside our control. If our provision of the services or support for Team Teach Connect or the website 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 but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any services you have paid for but not received.

21 **We may end your rights to use Team Teach Connect and the services if you break these Terms**

21.1 We may end your rights to use Team Teach Connect and our website and services at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right, we will give you a reasonable opportunity to do so.

21.2 If we end your rights to use Team Teach Connect and our website and services you must stop all activities authorised by these Terms, including your use of Team Teach Connect and any services.

21.3 If on termination of the contract between us and you for the provision of and access to Team Teach Connect (**Contract**) for any reason:

21.3.1 you and/or your employees, agents, contractors, consultants, teachers, parents of children attending the organisation, or other staff (**Personnel**) were granted valid certifications and/or accreditations by us prior to 1 January 2024 (**Pre-2024 Certifications**), your and/or your Personnel's access to Team Teach Connect shall be restricted to a basic version of Team Teach Connect which will prevent use of our support services and knowledge hub, until the relevant Pre-2024 Certifications expire. For the avoidance of doubt, you and 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

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

(a) 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 21.3.1; and

(b) New Certifications shall be invalidated and voided.

22 **We may transfer our rights and obligations to someone else**

22.1 If you are a consumer, please note that these Terms, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may

also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

- 22.2 If you are a business, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

23 **You need our consent to transfer your rights to someone else**

- 23.1 You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

24 **No rights for third parties**

- 24.1 These Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any part of these Terms.

25 **If a court finds part of these Terms illegal, the rest will continue in force**

- 25.1 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

26 **Even if we delay in enforcing these Terms, we can still enforce them later**

- 26.1 Even if we delay in enforcing these Terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these Terms, or if we delay in taking steps against you in respect of your breaking these Terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

27 **Which country's laws apply to any disputes?**

- 27.1 These Terms, their subject matter, and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.