

TERMS AND CONDITIONS

Our terms

1. These terms

- 1.1 **What these terms cover.** These are the terms and conditions on which we supply products to you, whether these are services or digital content (**products**). Our products are provided to you in organised programmes, see our product overviews in Schedule 2 for the products provided in each programme (**Product Overview**).
- 1.2 **Why you should read them.** Please read these terms carefully before you return these terms and conditions to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms or require any changes, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are The Chartered College of Teaching, a charity incorporated by Royal Charter with number RC000128. Our address is Chartered College of Teaching, 9-11 Pears Pavilion, Coram Campus, 41 Brunswick Square, London WC1N 1AZ.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 020 7911 5589 or by writing to us at charteredteacher@chartered.college or Chartered College of Teaching, Pears Pavilion, Coram Campus, 41 Brunswick Square, London WC1N 1AZ.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 **Purchasing our products.** To confirm your place on one of our programmes please complete and sign the Product Overview form, which is attached to these terms.
- 3.2 **How we will accept you onto our programmes.** Our acceptance of your participation will take place when we email you to accept it, at which point a contract will come into existence between you and us (**Confirmation Date**).
- 3.3 **If we cannot accept you on one of our programmes.** If we are unable to accept your order, we will inform you of this in writing and will not charge you for the products. This might be because the programme is fully booked, because the products are unavailable (for example on the dates requested), because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the programmes or because we are unable to meet a delivery deadline you have specified.

4. Services

- 4.1 **The Services we Provide:** Each programme includes the products set out in the Product Overview.
- 4.2 **Assessments:** You will be assessed at the end of the programme as set out in our Product Overview. You must submit by the given deadline and pass the assessment to be awarded the Certificate of Evidence-Informed Practice.

The results of the assessments will be confirmed to you in writing. If you do not submit assessments by the deadline and have not requested and been permitted an extension until the next assessment period, you will be deemed to have failed the assessment.

If you fail the assessment due to not achieving the required standard to pass, we will contact you to ask if you wish to resubmit the assessment and if so provide a, a revised submission deadline. You will be charged a resubmission fee of £50.00. You will be able to resubmit a maximum of three times. If you fail the assessment four times we will require you to pay for and retake the certificate programme before submitting your assessment again. .

5. Your rights to make changes

- 5.1 If you wish to make any changes to your studies, please contact us. We will let you know if the change is possible and of additional charges, if any, and of any changes to the timing of supply or anything else which would be necessary as a result of your requested change. We will 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 want to end the contract (see clause 8 - Your rights to end the contract).

6. Our rights to make changes

- 6.1 **Minor changes to the products.** We may change the programme:
- (a) to reflect changes in relevant laws and regulatory requirements;
 - (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your participation on the programmes.
- 6.2 **More significant changes to the products and these terms.** In addition, we may make the following changes to the programmes, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received:
- (a) We may change the dates and scheduling of the assessments; and

- (b) We may change the content and/or method of delivery of the programmes to comply with any national curriculum regulations, subscription of the programmes or government advice related to COVID-19.

7. Providing the products

7.1 When we will provide the products.

- (a) **If the products are one-off services.** We will begin the services on the date set out in the order. The estimated completion date for the services is as told to you during the order process.
- (b) **If the product is a one-off purchase of digital content.** We will make the digital content available for download by you as soon as we accept your order.
- (c) **If the products are ongoing services, such as the programmes.** We will supply the services or digital content to you, in accordance with the Product Overview, until either the programme is completed, deferred or you end the contract as described in clause 8, or we end the contract by written notice to you as described in clause 10.

7.2 **What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. If so, this will be stated in the Product Overview. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

7.3 **Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the programmes to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the programmes as requested by you or notified by us to you (see clause 5.).

7.4 **Your rights if we suspend the programmes.** We will contact you in advance to tell you we will be suspending the programmes, unless the problem is urgent or an emergency. **We may also suspend or defer your place on the programme if you do not pay.** If you do not pay us for the programme when you are supposed to (see clause 12.4) and you still do not make payment within thirty (30) days of us reminding you that payment is due, we may suspend your place on the programme until you have paid us the outstanding amounts, this may also involve you being deferred to a later programme (subject to payment being received). We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute an unpaid invoice (see clause 12.6). As well as suspending

your place on the programme we can also charge you interest on your overdue payments (see clause 12.5).

- 7.5 **We are not responsible for delays outside our control.** If our supply of the products 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 the contract and receive a refund for any products you have paid for but not received.

8. Your rights to end the contract

- 8.1 **You can always end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) **If you want to end the contract because of something we have done or have told you we are going to do,** see clause 8.2;
- (b) **If you have just changed your mind about the programme,** see clause 8.3. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (c) **In all other cases (if we are not at fault and there is no right to change your mind),** see clause 8.6.

- 8.2 **Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the programme or these terms which you do not agree to (see clause 6.2);
- (b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than four (4) weeks; or
- (e) you have a legal right to end the contract because of something we have done wrong.

- 8.3 **Exercising your right to change your mind (Consumer Contracts Regulations 2013).** For most products bought online you have a legal right to change your mind within fourteen (14) days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

- 8.4 **When you don't have the right to change your mind.** You do not have a right to change your mind in respect of:
- (a) digital products after you have started to download or stream these;
 - (b) services, once these have been completed, even if the cancellation period is still running;
 - (c) sealed audio or sealed video recordings or sealed computer software, once these products are unsealed after you receive them; and
 - (d) any products which become mixed inseparably with other items after their delivery.
- 8.5 **How long do I have to change my mind?** How long you have depends on what you have ordered and how it is delivered. See below:
- (a) **Have you bought services (for example, have you booked a place on a programme)?** If so, you have fourteen (14) days after the day that we email you a copy of the terms and conditions. However, once we have completed the services you cannot change your mind, even if the period is still running. If you cancel after we have started the services, you must pay us for the services provided up until the time you tell us that you have changed your mind.
 - (b) **Have you bought digital content for download or streaming (for example, access to our online portal)?** if so, you have fourteen (14) days after the day that we email you a copy of the terms and conditions or, if earlier, until you start downloading or streaming. If we delivered the digital content to you immediately, and you agreed to this when ordering, you will not have a right to change your mind.
- 8.6 **Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 8.3), you can still end the contract before it is completed. A contract for digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end the contract in these circumstances, just contact us to let us know (see clause 9.1). The contract will not end until one (1) calendar month after the day on which you contact us. For example, if you tell us you want to end the contract on 4 February we will continue to supply the product until 3 March. No refund of any programme fees already paid will be possible under these circumstances.

9. How to end the contract with us (including if you have changed your mind)

- 9.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:
- (a) **Email.** Email us at charteredteacher@chartered.college. Please provide your name, home address, details of the order and, where available, your phone number and email address.
 - (b) **By post.** Print off the cancellation form attached to these terms and post it to us at Chartered College of Teaching, Pears Pavilion, Coram Campus, 41 Brunswick Square, London WC1N 1AZ.

- 9.2 **How we will refund you.** If you are due a refund under clauses 8.2 or 8.3, we will refund you the price you paid for the products by the method you used for payment. However, we may make deductions from the price, as described below.
- 9.3 **Deductions from refunds if you are exercising your right to change your mind.** If you are exercising your right to change your mind, where the product is a service and the programme in question has not commenced, we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full cost of the programme. If you are exercising your right to change your mind, where the product is a service and the programme has commenced, we will deduct from any refund the full cost of the programme that you are cancelling.
- 9.4 **When your refund will be made.** We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind then your refund will be made within 30 days of your telling us you have changed your mind.

10. Our rights to end the contract

- 10.1 **We may end the contract if you break it.** We may end the contract 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 30 days of us reminding you that payment is due;
 - (b) you no longer hold membership of the Chartered College of Teaching ;
 - (c) you behave in a way that is inappropriate, unethical or could cause damage or loss to us, our staff or other participants of the programmes as determined by one of our senior managers;
 - (d) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products
 - (e) You fail the assessment and have not requested to resubmit (see clause 4.2).
- 10.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.
- 10.3 **We may withdraw the product.** We may write to you to let you know that we are going to stop providing the products. We will let you know at least four (4) weeks in advance of our stopping the supply of the products and will refund any sums you have paid in advance for products which will not be provided.

11. If there is a problem with the product

- 11.1 **How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 020 7911 5589 or write to

us at charteredteacher@chartered.college or Chartered College of Teaching, Pears Pavilion, Coram Campus, 41 Brunswick Square, London WC1N 1AZ.

- 11.2 **Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

- a) If your product is **digital content**, for example a [webinar], the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:
- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

See also clause 8.3.

If your product is **services**, for example [teaching class], the Consumer Rights Act 2015 says:

- a) You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- b) If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
- c) If you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also Exercising your right to change your mind (Consumer Contracts Regulations 2013).

12. Price and payment

- 12.1 **Where to find the price for the product.** The price of each programme (which includes VAT) will be the price indicated on the Product Overview. We will not provide any reduction, compensation or payment of any travel, accommodation or other expenses to attend the programme. We take all reasonable care to ensure that the price of the programme advised to you is correct. However please see clause 12.3 for what happens if we discover an error in the price of the product you order.
- 12.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the Confirmation Date and the date we supply the products, we will adjust the rate of VAT that you pay, unless you have already paid for the programme in full before the change in the rate of VAT takes effect.

12.3 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the programmes may be incorrectly priced. We will normally check prices before the Confirmation Date so that, where the programme's correct price at the Confirmation Date is less than our stated price at the Confirmation Date, we will charge the lower amount. If the product's correct price at the Confirmation Date is higher than the price stated to you, we will contact you for your instructions.

12.4 **When you must pay and how you must pay.**

- (a) If you are funding your place on the programme you must make payment by card within 30 days of your registration on the programme. If you pay late, we have the right to charge interest and to end the contract (see clauses 12.5 and 10.1).
- (b) If your school / trust are paying your programme fee, we will invoice your school / trust for the programme fee. The school / trust must pay the invoice within 30 calendar days after the date of the invoice. We will contact you in the event that the school / trust does not pay, and you are responsible for ensuring that they pay. If the payment is late, we have the right to charge interest and to end the contract (see clauses 12.5 and 10.1).
- (c) If your payment plans or direct debit details change, please contact us as soon as possible to let us know (see clause 2.2)

12.5 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of MetroBank from time to time. 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.

12.6 **What to do if you think an invoice is wrong.** 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.

13. **Our responsibility for loss or damage suffered by you**

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

13.2 **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; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products.

- 13.3 **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information

- 14.1 **How we will use your personal information.** We will use the personal information you provide to us in accordance with our Privacy Policy (which can be viewed at www.chartered.college/privacy-policy):
- (a) to supply the products to you;
 - (b) to process your payment for the products; and
 - (c) if you agreed to this during the order process, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.
- 14.2 **We will only give your personal information to third parties where you consent for us to do so or we need to do so in order to complete the terms of this contract or or the law either requires or allows us to do so.**
- 14.3 **How we will use your work, assignments and meetings.** We use participants' work and materials for marketing, teaching and examination preparation purposes. By entering into the contract you are agreeing to permit us to use your work and materials for such purposes and to assign all work carried out by you during the course of the programme to us, including all existing and future intellectual property rights in such work and all materials embodying these rights to the fullest extent permitted by law except that of video footage which remains the sole property of your organisation or school. Insofar as such rights do not vest automatically by operation of law or under these terms, you agree to hold the legal title in such rights on trust for us and for our benefit. **All work used will be redacted to ensure participant privacy.** You agree not to sell, disclose or destroy any such work nor will you give any other person or company the right to use any of the work without the written agreement of the Chartered College.

15. Other important terms

- 15.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. If you are unhappy with the transfer you may contact us to end the contract within two (2) weeks of us telling you about it and we will refund you any payments you have made in advance for products not provided.
- 15.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We may not agree if the programme has commenced, the person is unable to provide payment or the person is unable to provide the required information.

- 15.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 15.5 **Even if we delay in enforcing this contract, we can still enforce it 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 this contract, 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. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 15.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.
- 15.7 **How we deal with disputes.** If a dispute arises out of or in connection with this agreement (**Dispute**), either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. We shall attempt in good faith to resolve the Dispute. If we are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, we agree to enter into mediation in good faith to settle the Dispute in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us within ten (10) days of service of the Dispute Notice, the mediator shall be nominated by CEDR. The commencement of mediation shall not prevent you or us from commencing or continuing court proceedings in relation to the Dispute under clause 15.6, which shall apply at all times.

Schedule 1 Cancellation Form

(Complete and return this form only if you wish to withdraw from the contract)

To The Chartered College of Teaching

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

PRODUCT OVERVIEW

<p>Services</p>	<ol style="list-style-type: none"> 1. A platform for Participants to undertake the programme learning and submit assessments. 2. Online content to prepare Participants for the programme assessment. 3. A series of expert presentations delivered by leading experts. 4. One assessment point where Participants will be given feedback on their submitted assessment. 5. Upon successful completion of the assessment, Participants will be presented with the Chartered College of Teaching Certificate in Evidence-Informed Practice’. <p>Participants who achieve the Certificate in Evidence-Informed Practice and who are eligible for the Chartered Teacher Programmes will gain credits towards Chartered Status.</p>
<p>Terms and Conditions</p>	<p>This Product Overview includes the Terms and Conditions annexed to it</p>
<p>Commencement Date</p>	<p>20th September 2021</p>
<p>Completion Date</p>	<p>31st January 2022</p>
<p>Price</p>	<p>£99.00</p>
<p>Expectations</p>	<p>The Participants will be expected to:</p> <ol style="list-style-type: none"> 1. Complete all the online content and activities 2. Complete the assessment by the deadline given (other than as set out in the Terms and Conditions) 3. Take part in all discussion and collaborative support activities 4. Provide evaluation feedback as requested
<p>Assessments</p>	<p>Over the course of the programme, Participants will be provided with 1 assessment to complete.</p>