

TRINITY TEACH ENGLISH ONLINE–TERMS AND CONDITIONS

Trinity Teach is made available by Trinity College London, a private company limited by guarantee registered in England under company number 02683033, with its registered office at Blue Fin Building, 110 Southwark Street, London SE1 0TA, United Kingdom and VAT number 228 1298 05 ("**Trinity**"). Trinity is registered as a charity in England and Wales under no. 1014792.

1. UNDERSTANDING THESE TERMS

- 1.1 These Terms set out the terms on which we provide, and you access, the Services.
- 1.2 When certain words and phrases are used in these Terms and Conditions (these "**Terms**"), they have specific meanings (these are known as "defined terms"). You can identify these defined terms because they start with capital letters (even if they are not at the start of a sentence). Where a defined term is used, it has the meaning given to it in the section of these Terms where it was defined (you can find these meanings by looking at the sentence where the defined term is included in brackets and speech marks).
- 1.3 In these Terms, when we refer to "**we**", "**us**" or "**our**", we mean Trinity; and when we refer to "**you**" or "**your**" we mean:
 - 1.3.1 you, the person ordering and receiving the Services;
 - 1.3.2 where applicable, the business on whose behalf you are acting. If you are acting on behalf of your employer or another business, you represent and warrant that:
 - (a) you have full legal authority to bind your employer or that business; and
 - (b) you agree to these Terms on behalf of the business that you represent.
- 1.4 These Terms tell you who we are, how we will provide the Services to you, how we may change the contract, how each of us may end the contract, what to do if there is a problem and other important information. Terms and conditions you provide have no legal effect and do not form part of these Terms.
- 1.5 As well as these Terms, please also note the following additional documents, which are not part of these Terms:
 - 1.5.1 we only use your personal information in accordance with our Privacy Statement (available [here](#)); and
 - 1.5.2 Trinity Teach uses Cookies, the use of which are governed by our Cookie Policy (available [here](#)).
- 1.6 Before you submit your Order you should carefully read and familiarise yourself with the Terms and all of the documents listed above, as they form the basis of our legal relationship with you and affect your rights and liabilities under law.
- 1.7 Trinity Teach is intended for use by Consumers (as defined in clause 2 below).

2. DEFINITIONS AND INTERPRETATION

- 2.1 The following definitions apply to these Terms:

"**Applicable Law**" means in respect of either Party, all laws, statutes, regulations, directions, guidelines and codes of conduct of any governmental or other regulatory body of competent jurisdiction, and any orders of any court or other tribunal of competent jurisdiction which are applicable to the performance by that Party of its obligations or enjoyment of its rights under these Terms;

"

"**Charges**" means the price for the Services as set out during the Order process;

"**Confirmation Email**" has the meaning in clause 4.3;

"**Consumer**" means a person acting for purposes that are wholly or mainly outside of their trade, business, craft or profession;

"**Content**" means all content (including any audio, visual or audio-visual content) provided by us to you in the provision of the Services, including materials provided to you in relation to the Self-Study Unit(s) or Self-Study Module(s) whether such content is delivered live or has been pre-written or pre-recorded and any materials which are made available to you to download and keep;

"**Contract**" has the meaning given in clause 4.3;

"**Cooling-off Period**" has the meaning given in clause 8.5;

"**Intellectual Property Rights**" means any and all present and future, patents, inventions, know-how, trade secrets and other confidential information, trademarks, service marks, logos, emblems, badges, mascots, insignia, identifying music and sounds, get-up, domain names, business names, trade names, moral rights, performance rights, registered designs, copyrights, database rights, the sui generis rights of extraction relating to databases, design rights and other intellectual property rights of whatever nature, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**New Service Provider**" has the meaning in clause 14.2;

"**Office Day(s)**" means Monday to Friday, 8:00am - 6:00pm GMT and excludes public holidays in England;

"**Order**" means an order for the Services placed by you with us in accordance with these Terms (and "**Ordered**" shall be construed accordingly);

"**Party**" means each of you and us;

"**Payment Methods**" has the meaning given to it in clause 7.5;

"**Qualification**" means CertOT (the Trinity Certificate in Online Teaching) a level 4 qualification on Ofqual's Regulated Qualifications Framework;

"**Regulations**" has the meaning given in clause 8.5;

"**Self-Study Module**" means a collection of Self Study Units available to purchase in a single transaction as further detailed in your Order;

"**Self-Study Units**" means the individual online learning programme(s) provided by us to you, as further detailed in your Order;

"**Services**" means the provision of the Self-Study Units, the Self-Study Module(s), the Content and/or any other services set out in your Order, provided by us in accordance with these Terms;

"**System Requirements**" means the system requirements set out [here](#);

"**Third-Party Services**" means third-party services and/or websites;

"**Trinity Teach**" means Trinity Teach English Online at trinityteach.trinitycollege.com.

2.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

2.3 References to "**clauses**" are to the clauses of these Terms.

- 2.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. ACCEPTING THESE TERMS

- 3.1 By placing an Order:

- 3.1.1 you confirm that you have read, accept and agree to be bound by these Terms. If you do not agree with these Terms you must not place an Order; and
- 3.1.2 you represent and warrant that you have the legal capacity to enter into and agree to these Terms.

4. ORDERS

- 4.1 You must be at least 18 years old to place an Order with us.
- 4.2 Our Order process allows you to check and amend any errors before submitting your Order to us. Please check the Order carefully before confirming it. You are responsible for ensuring that your Order is complete and accurate. When placing an order, you promise that all information you provide to us is true and accurate, that you are authorised to use the payment method you use to place the Order and there are sufficient funds to cover the cost of the Services.
- 4.3 Your Order for the Services is an offer by you to enter into a contract with us. By proceeding with your Order, you acknowledge you will be under an obligation to pay for the Services ordered. We will confirm our acceptance of your Order by sending you a confirmation email (the “**Confirmation Email**”). These Terms and the Order will become legally binding on you and us when we send you the Confirmation Email and each Order shall incorporate these Terms and shall be a new and separate contract (“**Contract**”) between you and us. The Confirmation Email will be in the English language only. We recommend you print or save a copy of these Terms and our Confirmation Email for future reference. For the avoidance of doubt, we reserve the right to decline your Order before issuing the Confirmation Email.
- 4.4 If you have placed an Order on behalf of an organisation, you must ensure that each person who uses the Services pursuant to that Order is aware of and complies with these Terms.

5. PROVIDING THE SERVICES

Self- Study Unit(s)/Self-Study Modules

- 5.1 Following completion of your Order in accordance with clause 4, you will be able to access the Self Study Units/Modules(s).
- 5.2 If your Order consists of Self-Study Units or Self Study Modules, the Self-Study Unit(s)/Self Study Module(s) will be available for you to access from Trinity Teach and you will be able to continue accessing the Self-Study Units/Self Study Modules for twelve months from the date of the Confirmation Email. After this aforementioned twelve-month period, the Self-Study Unit(s)/Self Study Modules Modules(s) will no longer be available for you to access.
- 5.3 In order to access the Self-Study Unit(s)/Self Study Module(s)/ and Content, you will need to ensure that you meet the [System Requirements](#) and you will need Internet access. You are responsible for making all arrangements necessary to ensure that you can access the Module(s), and Content. We will not be liable to you if you are unable to meet the System Requirements.
- 5.4 We shall endeavour to provide constant, uninterrupted access to the Unit(s)/Module(s). **However, please note that certain aspects of the Unit(s)/Module(s) will be provided using Third-Party Services and we cannot guarantee that your access to the Third-Party Services will be uninterrupted or secure.**
- 5.5 If we use a Third-Party Service to provide the Services and you are unable to access the Services because that Third-Party Service is unavailable, we shall refund you, on a pro rata

basis, the Charges paid by you that are for the portion of the Services you were unable to access while the Third-Party Service was unavailable.

- 5.6 Qualification. In order to be considered for the Qualification you must complete all 10 Self Study Units.

6. YOUR OBLIGATIONS

- 6.1 You are responsible for ensuring that you have and maintain all the hardware and software necessary to access, receive and view the Services and for ensuring that any device(s) you use meet the [System Requirements](#).
- 6.2 We only supply the Services for your personal use. You may use the Services, including the Content, in the course of teaching but you agree not to use the Services, including the Content, for any other commercial or business purposes.
- 6.3 Save to the extent otherwise agreed during the Order process, you agree not to share any information which allows you to access and enjoy the Services with any third-party.
- 6.4 You agree that you shall not, other than as permitted in accordance with clause 6.2,:
- 6.4.1 use the Services to develop or provide, directly or indirectly, any product or service that competes with our business;
 - 6.4.2 use the Services in any way which might infringe any third-party rights, including third-party Intellectual Property Rights;
 - 6.4.3 use the Services in any way that is contrary to Applicable Law;
 - 6.4.4 modify, decompile or reverse engineer any software supplied as part of, or in connection with, the Services;
 - 6.4.5 archive, reproduce, distribute, modify, display, perform, publish, license, create derivative works from, offer for sale, or use (except as explicitly authorised in these Terms) the Content and information contained on or obtained from or through the Service;
 - 6.4.6 use the Services by automated means or otherwise for the purposes of scraping, extracting or otherwise obtaining any material from the Services (including the Content) for use within a third-party website or application;
 - 6.4.7 copy, or otherwise reproduce or re-sell any part of the Content unless expressly permitted to do so in these Terms; or
 - 6.4.8 provide or otherwise make available the Content in whole or in part in any form to any person.

User Generated Content

- 6.5 Any content that you supply/upload as part of the Unit(s)/Module(s) or otherwise when accessing the Services, whether it be pictures, text, videos, sound recordings or whatever ("**User Generated Content**") must comply with the following rules:
- 6.5.1 it must not be obscene, abusive, offensive or racist and it must not promote or propose hatred or physical harm against anyone;
 - 6.5.2 it must not harass or bully another person;
 - 6.5.3 it must be true and honest so far as you know;
 - 6.5.4 it must not be defamatory of anyone;
 - 6.5.5 it must not be unlawful;

- 6.5.6 it must not use the material or content or infringe the rights or privacy of anyone else; for example, you should not use images of well-known characters, footage or music (unless it is your own or you have permission to use it);
 - 6.5.7 it must not contain someone else's personal details or confidential information relating to other people;
 - 6.5.8 it must not promote or condone terrorism, violence or illegal behaviour;
 - 6.5.9 it must not infringe any third-party rights, including third-party Intellectual Property Rights; and
 - 6.5.10 it must not contain any content that violates or causes us to violate any Applicable Law.
- 6.6 We reserve the right to refuse to accept or refuse or cease to use any User Generated Content supplied by any person that we think contravenes these rules.

7. CHARGES AND PAYMENT

Charges

- 7.1 The Charges for the Services are as set out during the Order process.
- 7.2 The Charges shall include the price for the Services and any applicable sales taxes (including VAT).
- 7.3 You shall pay to us the Charges upfront on completion of your Order.
- 7.4 If the price or Charge we state to you for your Order is clearly incorrect then we are not obliged to provide you with the Services at that price or Charge even if we have accepted your Order. If we notify you of a pricing error and you want to continue, you may receive the Services at the correct price. If we tell you about an incorrect price and you do not want to continue, you can cancel this Contract without any obligation to us and we shall refund you any monies that you have paid to us in respect of that Order.

Payment

- 7.5 You shall pay the Charges by MasterCard, Visa, PayPal or other payment methods set out in the Order process (the "**Payment Methods**"). You confirm that the card or bank account which is being used is yours, or that you have the authorisation of the card holder to use it.
- 7.6 Credit card information is always encrypted during transfer over networks.
- 7.7 You shall pay all amounts due in full under these Terms immediately when you place your Order. We may, without limiting our other rights or remedies, set off any amount owing to us by you against any amount payable by us to you.

8. TERMINATION, CANCELLATION AND REFUND

This clause 8 relates to your rights to cancel this Contract. If you are a Consumer who is resident in the European Union, you can obtain advice about your right to cancel from your local consumer organisation or office. In the UK, this is your local Citizens' Advice Bureau or Trading Standards Office, or if you are in Ireland, the Citizen's Information Centre or the CCPC.

Expiry

- 8.1 This Contract will automatically expire if your Order consists of a Self-Study Unit/Self Study Module (or Self-Study Units/Modules), when your access to the Module(s) has ceased in accordance with these Terms.

Cancellation and Suspension

8.2 We may cancel this Contract with immediate effect without refunding or compensating you by giving written notice to you if:

- 8.2.1 you fail to pay any amount due under these Terms on the due date for payment;
- 8.2.2 you breach clause **Error! Reference source not found.**;
- 8.2.3 you commit a material breach of any term of these Terms or any other policy and fail to remedy such breach (if remediable) within seven days of notice by us to you, and we shall suspend access to the Services until the earlier of: (a) such breach being remedied to our reasonable satisfaction; and (b) cancellation of this Contract by us; or
- 8.2.4 we reasonably believe that your use of the Services is infringing or is likely to infringe any third-party rights or you are in any other way committing fraudulent activity in the use of the Services.

8.3 We may suspend the Services at any time with immediate effect if we cannot provide the Services to you due to technical or operational reasons outside of our control. In these circumstances:

- 8.3.1 we shall refund you, on a pro rata basis, the Charges paid by you that are for the portion of your Self-Study Unit(s)/Module(s): (i) if suspended, during such suspension period; and (ii) if cancelled, remaining after cancellation occurs; and
- 8.3.2 where a Self-Study Unit/Self Study Module is unavailable due to our material suspension of the Services, we shall extend the period during which you can access the Self Study Unit/Self Study Module pursuant to clause 5.2 to cover such suspension.

- 8.4 In addition to your other rights to end the Contract with us as described in these Terms, you have a legal right to end the Contract because of something we do wrong.

Cancellation by you if you are a Consumer (aka Cooling-off Rights)

- 8.5 If you are resident in the UK and are contracting as a Consumer, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 or the European Union under the equivalent implementing legislation in your jurisdiction (the "**Regulations**") you have the right to cancel, for any reason, within 14 days of the date of this Contract (the "**Cooling-off Period**") and receive a refund subject to our right to retain a reasonable portion of the payments received from you for the Services to reflect the work undertaken by us up to the point of cancellation (please see clause 8.9 below).
- 8.6 If you wish to exercise your right to cancel in accordance with clause 8.5, you must contact us to let us know that you are doing so by an unequivocal statement (e.g. [webform](#) or letter sent by post). The easiest way to do this is to contact us via the [webform](#) before the Cooling-off Period has expired. You may also do this by or by completing the following model cancellation form and returning it by post.

Model Cancellation Form

To: Trinity College London, Trinity Teach English Online, Blue Fin Building, 110 Southwark Street, London SE1 0TA

I/We(*) hereby give notice that I/We(*) cancel my/our(*) contract of sale for the provision of the following service:

Ordered on (*) / received on (*)

Name of consumer(s),
Address of consumer(s),
Signature of consumer (only if this form is notified on paper)
Date
(* Please delete if not applicable)

- 8.7 We will send you an acknowledgement of receipt by email.
- 8.8 If you exercise your right of cancellation in accordance with clause 8.5, this Contract will come to an end and we will reimburse to you the payments received from you for the Services. We will make this reimbursement no later than 14 days after the day on which we are informed about your decision to cancel this Contract. We will make the reimbursement using the same means of payment you use to pay for the Services, unless you expressly agree otherwise.
- 8.9 If you wish to access the Services during the Cooling-off Period then you may do so but:
- 8.9.1 you expressly agree that we may begin to make the Services available to you during the Cooling-off Period; and
- 8.9.2 you expressly acknowledge and agree that if your Order consists of a Module (or Modules), your right to cancel your Order under the Regulations (as set out in clause 8.5) will be lost.

9. CONSEQUENCES OF CANCELLATION

- 9.1 On expiry of this Contract or cancellation of this Contract for any reason your access to the Services will be revoked.
- 9.2 Clauses 11.2, 11.3, 11.4, 11.5, 12 and any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry will remain in full force and effect.

10. OUR RIGHT TO VARY THESE TERMS

- 10.1 We may need to amend or add to these Terms as they apply to the Services:
- 10.1.1 immediately on notice to you if there is a change in any applicable law or regulation or there are security reasons which mean that we need to change these Terms; or
- 10.1.2 on at least thirty days' advance notice to you if we need to amend or add to these Terms for other reasons.
- 10.2 If you are a Consumer and you do not agree to these changes, you have the right to cancel this Contract by contacting us [here](#). Upon cancellation of this Contract in accordance with clause 10.1.2 we shall refund you, on a pro rata basis, the Charges paid by you for the portion of your Self-Study Unit(s)/Self Study Module(s) remaining after cancellation occurs.
- 10.3 Any amendment, variation or modification to these Terms you make will not bind us.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 We grant to you a non-transferable, non-exclusive, revocable licence to use the Content provided that you comply with these Terms and the documents referred to in them. We reserve all other rights. You are not granted any right to use, and may not use, any of our intellectual property rights other than as set out in these Terms. You are permitted to use the Content in the course of teaching and you may download the Content for personal use but must not use the Content (or any part of it) for any other commercial purposes.

- 11.2 We, or our content providers, are the owners or licence holders of the Intellectual Property Rights in the Services. You acknowledge and agree that nothing in these Terms or in an Order shall be construed so as to transfer any Intellectual Property Rights in the Services to you.
- 11.3 Unless carried out by you in the course of teaching, no part of the Content or Services, including, without limitation, the text, designs, graphics, logos, videos, photographs and images contained in the Content, may be copied, reproduced, republished, uploaded, re-posted, modified, filmed or otherwise recorded, shared on social media or any other digital or offline channels, transmitted or distributed or otherwise used in any way for any non-personal, public or commercial purpose without our prior written consent.
- 11.4 When providing the Services, we may from time to time provide links to third-party websites. You are responsible for deciding whether to access a third-party website and your use of third-party websites will be governed by the terms of that third-party website. We have no responsibility for any aspect of third-party websites.
- 11.5 Any communications or materials (including, without limitation, any User Generated Content) you send to us by electronic mail or other means will be treated as non-proprietary and non-confidential (other than communications in respect of your Order). We are free to publish, display, post, distribute and otherwise use any ideas, suggestions, concepts, designs, know-how and other information contained in such communications or material for any purpose, including, but not limited to, developing, manufacturing, advertising and marketing us and our products.

12. LIMITATION OF LIABILITY

- 12.1 Nothing in these Terms excludes or limits either Party's liability for:
- 12.1.1 death or personal injury caused by its own negligence;
 - 12.1.2 fraud or fraudulent misrepresentation; or
 - 12.1.3 any other liability which may not be limited or excluded under Applicable Law.

If you are a Consumer

- 12.2 If you are a Consumer, then save as set out in clause 12.1, the following sub-clauses apply.
- 12.2.1 If we fail to comply with these Terms, we are responsible for direct loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into these Terms.
 - 12.2.2 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. However, we will not be liable for damage that that was caused by you failing to correctly follow installation or download instructions or to have in place the [System Requirements](#).
 - 12.2.3 Nothing in these Terms affects your statutory rights in relation to your rights as a Consumer. Advice about your statutory rights is available from your local Citizens' Advice Bureau or Trading Standards Office or in Ireland, your local Citizens Information centre or the CCPC We only supply the Services for your personal use. Other than as permitted in these Terms, you agree not to use the Services, or any Content, for any commercial or business purposes. We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
 - 12.2.4 We are not liable for any loss or damage suffered by you as a result of your negligence whilst using the Services.

- 12.2.5 **Save as prohibited by applicable law (including if you are a resident in Italy in the case of our gross negligence), our aggregate liability to you in respect of any loss or damage suffered and arising out of or in connection with these Terms, whether in contract, tort (including negligence) or otherwise shall not exceed the amount of the Charges paid by you for the Services.**

13. THIRD-PARTY RIGHTS

These Terms are made between you and us. No other person shall have any rights to enforce any of its terms except for any person to whom the benefit of these Terms is assigned or transferred in accordance with clause 14.

14. TRANSFER

- 14.1 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 14.2 We may transfer our rights and obligations under these Terms in whole or in part at any time to any third-party (a "**New Service Provider**") without your consent in accordance with clauses 14.3 and 14.4 below.
- 14.3 In the event that we transfer our rights and obligations to a New Service Provider:
- 14.3.1 we shall give you advance written notice of such transfer;
 - 14.3.2 these Terms shall remain in full force and effect as if you had entered into a contract with the New Service Provider as opposed to us; and
 - 14.3.3 all your rights arising from these Terms shall be enforceable against the New Service Provider.
- 14.4 If you are a Consumer, in the event that we transfer our rights and obligations to a New Service Provider and your rights and obligations change under these Terms, you have the right to cancel this Contract by contacting us [here](#). Upon cancellation in accordance with this clause 14.4, we shall refund you, on a pro rata basis, the Charges paid by you for the portion of your Self-Study Unit(s)/Self Study Module(s) remaining after cancellation occurs.

15. OTHER IMPORTANT INFORMATION

- 15.1 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 15.2 Nothing in these Terms shall be construed to create a partnership or agency relationship between you and us. You have no right or authority to incur any liability debt or cost or enter into any contracts or other arrangements in our name or on behalf of us.
- 15.3 We are not responsible or liable for failures or delays in Services that arise from any cause outside our control.
- 15.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 15.5 If you are a Consumer who is resident in the European Union and you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

16. GOVERNING LAW AND JURISDICTION

- 16.1 These Terms are governed by English law. This means that your access to and use of the Services and any dispute or claim arising out of or in connection with the Services or these Terms (including non-contractual disputes or claims) will be governed by English law.
- 16.2 If you are a Consumer, you may bring any dispute which may arise under these Terms to, at your discretion, either the competent court of England, or to the competent court of your country of habitual residence if this country of habitual residence is an EU Member State, which courts are (with the exclusion of any other court) competent to settle any of such a dispute. We shall bring any dispute which may arise under these Terms to the competent court of your country of habitual residence if this is in an EU Member State or otherwise the competent court of England.
- 16.3 If you are a Consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 16.1, affects your rights as a consumer to rely on such mandatory provisions of local law.

17. CONTACTING US

- 17.1 Should you have any reasons for a complaint, we will endeavour to resolve the issue and avoid any re-occurrence in the future. Details of our Complaints Process can be found in the "Complaints" section [here](#) or you can always contact us by using the following details:

Address: Trinity College London, Trinity Teach English Online, Blue Fin Building, 110 Southwark Street, London, SE1 0TA

Email address: complaints@trinitycollege.com

Thank you.

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