

## Terms and Conditions applicable to a buyer of Services using Music Learning Collective Limited websites

These terms and conditions are the contract between you and Music Learning Collective Limited (“us”, “we”, etc). By visiting or using Our Websites, you agree to be bound by them. Our suppliers may also impose additional terms and conditions to which your contract with them will be subject.

Music Learning Collective Limited websites are owned and operated by Music Learning Collective Limited registered in England and Wales, Company No. 05544487. Registered office: 66 Outram Street, Sutton-in-Ashfield, Nottinghamshire, NG17 4FS. VAT number 394 1229 88 whose correspondence address is 43 Abbey Road, West Bridgford, Nottingham, NG2 5NG.

**Under 18 years?** Sorry, but we deal only with people who are legally able to enter into a binding contract. Please ask someone over 18 to buy your Services on your behalf.

Please read this agreement carefully and save it. If you do not agree with it, you should leave Our Websites and stop using Our Websites or the services immediately.

### 1. Definitions

“Content”	means the textual, visual or audio content that is encountered as part of your experience on Our Websites. It may include, among other things: text, images, sounds, videos and animations. It includes content Posted by you.
“Collective”	means us. It also means the membership marketplace we operate and the business of operating it
“Collective Membership “	means any service we provide, whether through Our Websites or otherwise. It includes the membership service we provide as set out on Our Websites and in this contract. For the avoidance of doubt, the term membership is limited to our Subscriber, Backstage Pass, <i>Loud</i> , <i>Louder</i> and <i>Loudest</i> tariffs.
"Post"	means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other

material on Our Websites, and the phrases "Posted" and "Posting" shall be interpreted accordingly;

- "Service" means all of the education services offered for sale through Our Websites by a Provider whether free or charged.
- "Provider" means a person who offers a Service for sale on Our Websites.
- "Our Websites" means any Websites of ours, and includes all web pages controlled by us.
- "Regulations" means the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013.
- "User" means any person other than you who uses the Collective Club or visits the Websites for any purpose.
- "you" "yours" etc, means you, the party to this agreement.

## **2. Our contract**

- 2.1. Music Learning Collective Limited is the provider of Services offered for sale.
- 2.2. We welcome any comment or complaint about a service on offer, which you make through Our Websites. We may act upon a complaint at our discretion, for the benefit of the body of Collective members.
- 2.3. These terms and conditions regulate the business relationship between you and us. By buying Collective Membership or using Our Websites free of charge, you agree to be bound by them.
- 2.4. We may change this agreement in any way at any time. The version applicable to your contract is the version which was Posted on Our Websites at the time that the contract was made with Music Learning Collective Limited.

- 2.5. Details of the benefits of Collective Membership are as set out with Schedule One of this agreement and accordingly updated from time to time.
- 2.6. Payment for a Collective Membership is for the course/service purchased and cannot be transferred for use against any other goods or services on offer at Collective.
- 2.7. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 give you 14 days within which you may cancel your Collective Membership and ask for a full refund of your money. However, our members / customers / subscribers want to use Collective Membership immediately. For that reason our Service is designed so that you can start immediately. So if you wish to subscribe, you instruct us to allow you to use Collective Membership immediately, knowing that you will lose your right to the 14 day “cooling off” period.
- 2.8. You do not have to take any action for this to apply. By accepting these terms and conditions, you do instruct us to start immediately / give you immediate access / provide the Collective Membership. You know that by doing so, you accept that you are not entitled to a refund.
- 2.9. At any time before expiry of your Collective Membership, you may use the “My Dashboard” tab on Our Websites to access your personal information and change your renewal membership status or cancel renewal for any Subscription.
  - 2.9.1 For the avoidance of doubt, this does not apply to Courses and Diplomas. See clause 2.14 and all sub-clauses for details.
- 2.10. At expiry of your Collective Membership we shall cease to offer access to Collective and our obligation to you is at an end.
- 2.11. Other than the limitation set out above Collective Membership is non-refundable and non-transferable.
- 2.12. Collective Memberships are as follows:
  - 2.12.1 *Subscription* - Limited to pages on our websites that are not protected by payment and/or membership gateways. Subscribers of our websites will receive communications from us from time to time.

- 2.12.2 *Backstage Pass* - Limited to the Jim Marshall Virtual Arena; the Listening Booth; the Library; the Seminar Room; the Lecture Theatre; the Marshall Bar and; the Exhibition Hall.
- 2.12.3 *Loud* - In addition to the access described in this document, *Loud* membership includes access to online materials which is limited to one discipline within the Learner Management System (LMS) that is located within the *Lessons* area of the Campus; the ability to upload videos for peer review, including teacher comments via Social Media channels.
- 2.12.3.1 You agree that by posting videos to either Collective or its social media channels, you do so in accordance with this document. Neither Music Learning Collective Limited or its stakeholder partners take any responsibility whatsoever for the feedback received by the Users. Furthermore, no comment shall be deemed as an offer of a contract of any type.
- 2.12.4 *Louder* - In addition to the access described in this document, *Louder* membership entitles the User to have the ability to upload 4 videos per month for formative teacher feedback.
- 2.12.4.1 The Comments and Feedback (CF) service is designed to give positive and helpful formative feedback. It is therefore based on the work presented by the User.
- 2.12.4.2 The CF received by the User shall not form the basis for on-going peer/student teacher discussion unless received within the *Loudest* tariff.
- 2.12.4.3 The User is limited to request four such CF reports within any calendar month. All CF feedback will be given within a reasonable timeframe. CF is requested via the *Assessment Room*.
- 2.12.5 *Loudest* - In addition to the access described in this document, Upon signing up to the *Loudest* tariff, a member of the MLC team will contact the User to schedule a time for the weekly thirty-minute lesson that is mutually agreeable.
- 2.12.5.1 *Missed Lessons* - Any lesson missed by the User shall be paid for unless otherwise agreed by Us. If

We are unavailable to give any scheduled Lesson, the lesson will be carried forward to another date. If this is not possible, any fees already paid will be used to pay for a future lesson.

2.12.5.2 The User is limited to request four such lessons within any calendar month.

2.12.5.3 The User is entitled to purchase additional Lesson time should they wish. Please speak with your MLC teacher to find out more.

2.13. Course memberships are sold as a one off payment and provided to the User in accordance within this document. Access to Collective is sold and provided to the User in accordance with the *Loud* tariff as described in this document.

2.14. Diplomas and other CPD courses are sold and provided to the User in accordance with clauses in this document. Access to Collective Diploma courses is sold and provided to the User in accordance with the *Loudest* tariff as described in this document. Furthermore, should the User wish to undertake a course, the following shall happen:

2.14.1 The User will register their interest with Us; We shall then arrange a video call with the User. This video call shall be recorded and shared with the User.

2.14.2 During the video call, the aims and outcomes of the course shall be explained and We shall interview the User in an effort to gauge their suitability for such a course.

2.14.3 Should the User wish to proceed, they shall be invited to send a letter of engagement informing Us of their understanding of the fees; price and payment structure; and the study and feedback processes.

2.14.4 Upon receiving and processing this letter, We shall issue an invoice to the User. Having received payment, We shall grant access to the appropriate materials that are located within the Courses section of the Campus and the course shall commence.

2.14.5 You hereby acknowledge that our fees do not include any exam fees and that in no are we responsible for the management of any final Viva Voce.

- 2.14.6 Though reasonable efforts are taken to ensure that your journey when undertaking this course is a pleasant one, success cannot be guaranteed. Support is available though it cannot necessarily be preempted. Continued communication between you and MLC/your mentor is a prerequisite in order that you stand a reasonable chance of ensuring a successful outcome. If there is something that you do not understand or a point of issue that you require clarity, contact us via the Contact page on our websites.
- 2.15. Apart from your cancellation right, termination of Collective Membership will be regulated by this contract set out in this agreement.
- 2.16. We reserve the right to modify the Collective rules or system and to change the terms and conditions of this agreement at any time, without notice. Your continued use of the Collective after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement. The terms that apply to you are those Posted here on Our Websites on the day you join as a member.

### **3. Your account and personal information**

- 3.1. When you visit Our Websites, you accept responsibility for any action done by any person using your name, account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.
- 3.2. You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any errors made as a result of such information being inaccurate.
- 3.3. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your account.

### **4. The buying procedure**

- 4.1. Prices listed on Our Websites are inclusive of any applicable sales tax.

- 4.2. Services may be offered for sale subject to any discount or promotion arranged between Collective and third party Providers.
  - 4.2.1 Any special offers, promotional deals and money-off vouchers (hereinafter the "Discounts") shall only be valid during the period of validity and subject to the conditions of each offer.
  - 4.2.2 Discounts may not under any circumstance be converted into a sum of money which is reimbursable or payable to the Customer.
  - 4.2.3 Discounts may only be used by the Customer to whom they are granted and shall not be transferable to third parties. They shall be subtracted from the value of the Customer's Order including VAT but excluding the costs of shipping and delivering the Order.
  - 4.2.4 Unless otherwise mentioned in a specific Discount offer, the Customer shall be barred from using several Discounts cumulatively when placing a given Order. Where the Customer mentions his/her/their possession of several Discounts on the Web Site concurrently, the Customer shall only be able to use the Discount of the largest amount for the same Order.
- 4.3. Subject to discounts and promotions, Services are offered for sale at a fixed price. VAT may be due and will be either included in the price or shown separately.
- 4.4. Services will be provided at the times and places specified in the Websites or otherwise in terms and conditions of each Provider.
- 4.5. Once you have made an order to purchase a Service through Our Websites, the full list price cannot be increased for 12 weeks. For the avoidance of doubt, this does not apply to any discounts offered.
- 4.6. Neither we nor any third party Provider can be responsible for action by any governmental authority. We do not know and are not responsible for duties, taxes, delays or impounding of any item.
- 4.7. You are required to pay in the currency in which the Service is listed for sale on Our Websites.
- 4.8. Every sale will be subject to the laws applicable but there shall not be implied any right which is neither a legal right nor set down in these terms and conditions.

- 4.9. To make future use of Our Websites easier and faster for you, we will retain the personal and delivery information you give to us. We will not retain information relating to your payment or credit card. This financial information never comes into our control. The information is given into a page which is in reality a page of our payment service provider. For details about disclosure of personal information please see our privacy notice.

## **5. Security of your credit card**

We take care to make Our Websites safe for you to use.

- 5.1. Card payments are not processed through pages controlled by us. We use one or more online payment service providers who will encrypt your card or bank account details in a secure environment.

## **6. The Collective guarantee**

- 6.1. To give you the utmost confidence in the Collective buying experience, we offer you an after sales guarantee:
- 6.2. If we fail within a reasonable time, to supply access to a Service for which you have paid we will take all reasonable efforts to communicate with you and resolve the matter.
- 6.3. This guarantee is subject to the following conditions:
- 6.3.1 Service provision detailed in clause 3 did not commence immediately;
  - 6.3.2 you have in no way used or interacted with the Websites content in any way whatsoever including marking course content as completed;
  - 6.3.3 you have not had feedback sessions either in person, on the telephone or by email with your tutor or any other team member of Collective;
  - 6.3.4 you must first follow the cancellation and refunds procedure set out on Our Websites;



- 6.3.5 You have sought support via the contact page and not received a response;
  - 6.3.6 the claim form must be completed truthfully and accurately;
  - 6.3.7 you must provide a street address to us in one of: The United Kingdom, The European Union, the United States of America, Canada, Australia or New Zealand;
  - 6.3.8 you are limited to a lifetime maximum of one claim and a maximum of one item in two years;
  - 6.3.9 you must not have requested a chargeback from your credit card company.
- 6.4. The guarantee set out in this paragraph is non contractual. We shall operate it at our sole discretion.

## **7. Cancellation and refunds: Service terms**

**This paragraph** is not contractually part of this agreement. These are statements of your rights as a consumer as defined under the Regulations and of the procedures with which we comply. If you have any problem with the Services you have purchased from Our Websites please contact us via [hello@musiclearningcollective.com](mailto:hello@musiclearningcollective.com). We are here to help you.

- 7.1. You may cancel this contract within 14 days of entering into it. That means the Service was not be able to start within 14 days of purchase;
- 7.2. Service provision detailed in this document and the sub-clauses therein did not commence immediately and;
  - 7.2.1 you have in no way used or interacted with the Websites content or emails relating to the Membership or Course in any way whatsoever including marking course content as completed;
  - 7.2.2 you have not had feedback sessions either in person, on the telephone or by video call or by email with your tutor or any other team member of Collective;
  - 7.2.3 For the avoidance of doubt, Users undertaking either Courses and/or Diplomas agree that the fees detailed within the invoice as described within this document and the letter of

engagement as also described within this document, shall have been paid in full or are to be paid in full within 30 days should any fees be outstanding.

## **8. How we handle your Content**

- 8.1. Our privacy policy is strong and precise. It complies fully with the Data Protection Act 2018 which is discussed on our privacy page.
- 8.2. If you Post Content to any public area of Our Websites it becomes available in the public domains. We have no control over who sees it or what anyone does with it.
- 8.3. Even if access to your text is behind a user registration it remains effectively in the public domain because someone has only to register and log in to access it. You should therefore avoid Posting unnecessary confidential information.
- 8.4. Posting content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.
- 8.5. You understand that you are personally responsible for your breach of someone else's intellectual property rights, defamation, or any law which may occur as a result of any Content having been Posted by you;
- 8.6. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.
- 8.7. Please notify us of any security breach or unauthorised use of your account.

## **9. Restrictions on what you may Post to Our Websites**

- 9.1. We invite you to Post Content to Our Websites in several ways and for different purposes. We have to regulate your use of Our Websites to protect our business and our staff, to protect other Users of Our Websites and to comply with the law. These provisions apply to all Users of Our Websites.

- 9.2. We do not undertake to moderate or check every item Posted, but we do protect our business vigorously. If we believe Content Posted violates the law, we shall cooperate fully with the law enforcement authorities in whatever ways we can.
- 9.3. You agree that you will not use or allow anyone else to use Our Websites to Post Content or undertake any activity which is or may:
  - 9.3.1 be unlawful, or tend to incite another person to commit a crime;
  - 9.3.2 consist in commercial audio, video or music files;
  - 9.3.3 be obscene, offensive, threatening, violent, malicious or defamatory;
  - 9.3.4 be sexually explicit or pornographic;
  - 9.3.5 be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age or affiliation with any person;
  - 9.3.6 use a Posting to solicit responses unconnected with the purpose of Our Websites or the terms proposed by this agreement;
  - 9.3.7 request or collect passwords or other personal information from another user without his permission, nor Post any unnecessary personal information about yourself;
  - 9.3.8 be used to sell any goods or services or for any other commercial use not intended by us, for yourself or for any other person. Examples are: sending private messages with a commercial purpose, or collecting information with the intention of passing it to a third party for his commercial use;
  - 9.3.9 include anything other than words (i.e. you will not include any symbols or photographs) except for a photograph of yourself in your profile in such a place as we designate;
  - 9.3.10 facilitate the provision of unauthorised copies of another person's copyright work;
  - 9.3.11 link to any of the material specified in this paragraph;
  - 9.3.12 use distribution lists that include people who have not given specific permission to be included in such distribution process;

- 9.3.13 send age-inappropriate communications or Content to anyone under the age of 18.

## **10. Your posting: restricted content**

- 10.1. In connection with the restrictions set out below, we may refuse or edit or remove a Posting which does not comply with these terms.
- 10.2. In addition to the restrictions set out above, a Posting must not contain:
  - 10.2.1 hyperlinks, other than those specifically authorised by us;
  - 10.2.2 keywords or words repeated, which are irrelevant to the Content Posted;
  - 10.2.3 the name, logo or trademark of any organisation other than yours;
  - 10.2.4 inaccurate, false, or misleading information.

## **11. Removal of offensive Content**

- 11.1. For the avoidance of doubt, this paragraph is addressed to any person who visits Our Websites for any purpose.
- 11.2. We are under no obligation to monitor or record the activity of any User of Our Websites for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.
- 11.3. If you are offended by any Content, the following procedure applies:
  - 11.3.1 your claim or complaint must be submitted to us in the form available on Our Websites, or contain the same information as that requested in our form. It must be sent to us by post or email.
  - 11.3.2 we shall remove the offending Content as soon as we are reasonably able;
  - 11.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

- 11.3.4 we may reinstate the Content about which you have complained or we may not.
- 11.4. In respect of any complaint made by you or any person on your behalf, whether using our form of complaint or not, you now irrevocably grant us a licence to publish the complaint and all ensuing correspondence and communication, without limit.
- 11.5. You now agree that if any complaint is made by you frivolously or vexatiously you will repay us the cost of our investigation including legal fees, if any.

## **12. Security of Our Websites**

- 12.1. If you violate Our Websites we shall take legal action against you.
- 12.2. You now agree that you will not, and will not allow any other person to:
  - 12.2.1 modify, copy, or cause damage or unintended effect to any portion of Our Websites, or any software used within it.
  - 12.2.2 link to our site in any way that would cause the appearance or presentation of Our Websites to be different from what would be seen by a User who accessed Our Websites by typing the URL into a standard browser;
  - 12.2.3 download any part of Our Websites, without our express written consent;
  - 12.2.4 collect or use any product listings, descriptions, or prices;
  - 12.2.5 collect or use any information obtained from or about Our Websites or the Content except as intended by this agreement;
  - 12.2.6 aggregate, copy or duplicate in any manner any of the Content or information available from Our Websites, other than as permitted by this agreement or as is reasonably necessary for your use of the Services;
  - 12.2.7 share with a third party any login credentials to Our Websites;
- 12.3. Despite the above terms, we now grant a licence to you to:
  - 12.3.1 create a hyperlink to Our Websites for the purpose of promoting an interest common to both of us. You can do this

without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

12.3.2 you may copy the text of any page for your personal use in connection with the purpose of Our Websites or Service we provide.

## **13. Storage of Data**

13.1. We assume no responsibility for the deletion or failure to store, deliver or timely deliver messages.

13.2. We may, from time to time and without notice, set limit(s) on the number of messages you may send, store, or receive through the service, and we retains the right to delete any emails above such limit(s) without any liability whatsoever, and you hereby release us from any such liability. Any notice provided by us to you in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

## **14. Termination**

14.1. Your Collective Membership does not expire.

14.2. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement either by sending notice to us by post or email, or by completing the form on Our Websites and submitting it. We reserve the right to check the validity of any request to terminate your Collective Membership.

14.3. We may terminate this agreement at any time, for any reason, with immediate effect by sending you notice to that effect by post or email.

14.4. If you terminate, we shall not be liable to you whatsoever, and you hereby release us from any such liability.

14.5. Termination by either party shall have the following effects:

14.5.1 your right to use the Collective Club immediately ceases;

- 14.5.2 we are under no obligation to forward any unread or unsent messages to you or any third party;
- 14.6. Whether we or you terminate this agreement, you are not entitled to any refund of your membership or course fee. You agree that if it were otherwise, you would be free to take advantage of the Collective Membership scheme for a particular purpose at very low cost.
- 14.7. At any time if we decide in our absolute discretion that you have failed to comply with any of the terms of this agreement, we reserve the right to terminate any and all parts of the Collective Membership without refund to you of any fees paid.

## **15. Copyright and other intellectual property rights**

- 15.1. All Content on Our Websites, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates or suppliers of Services for sale. It is all protected by international copyright laws.
- 15.2. You may not copy, or in any way exploit any of the content, except as is expressly permitted in this agreement or with our written consent. For the sake of good order you should note that copyright exists in compilations and graphic images, shapes and styles, as well as in raw text.

## **16. Interruption to the Collective service**

- 16.1. We give no warranty that our service will be satisfactory to you.
- 16.2. We will do all we can to maintain access to Our Websites, but it may be necessary for us to suspend all or part of our service for repairs, maintenance or other reasons. We may do so without telling you first.
- 16.3. You acknowledge that our service may also be interrupted for reasons beyond our control.
- 16.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to Collective service.

## **17. Indemnity**

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of:

- 17.1. your use of Collective;
- 17.2. the breach or violation of this agreement by you;
- 17.3. the infringement by you, or by any other User of the Collective using your computer, of any intellectual property or other right of any person or entity;
- 17.4. your failure to comply with any law;
- 17.5. a contractual claim arising from your use of the Collective Memberships and purchase of Service.

## **18. Disclaimers about the Collective Club**

- 18.1. Your use of the Collective Club is without any warranty or guarantee.
- 18.2. Where we provide a service without specific charge, then it is deemed to be provided free of charge, and not to be associated with any other service for which a charge is made. Accordingly, there is neither contractual or other obligation upon us in respect of any such service.
- 18.3. We or our Content suppliers may make improvements or changes to the Websites, the Content, or to any of the services described on the Websites, at any time and without notice to you.
- 18.4. You are advised that Content may include technical inaccuracies or typographical errors.
- 18.5. Our Websites contain links to other Websites. We have neither power nor control over any such Websites. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked Websites, nor for any loss or damage arising from your use of any such Websites.
- 18.6. We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an



action of contract, negligence or otherwise, arising out of or in connection with your use of Our Websites.

18.7. The Collective Websites and Collective Membership services are provided “as is”. We make no representation or warranty of any kind, express or implied, including, without limitation, any warranty that either of them will be:

18.7.1 of satisfactory quality;

18.7.2 fit for a particular purpose;

18.7.3 available or accessible, without interruption, or without error.

## **19. Disclaimers about the Service**

19.1. All of the Content on Our Websites relating to any Service has been provided by a Provider. We do not accept responsibility for the accuracy of any claim or advertisement.

19.2. We make no representation, warranty or other provision with regard to the Services and you acknowledge that you do not rely on any made by us, but solely on your contract with a Provider.

19.3. So far as concerns Services you purchase through Our Websites, we are not liable for:

19.3.1 any Service complying with the requirement of any law or being available;

19.3.2 the Provider performing his contract.

19.4. We give no warranty, representation or undertaking whatever as to the continuing business of a Provider or that any Service offered for sale by a Provider will be useful or suitable for you.

19.5. We and the Provider can take any action that may reasonably be required from time to time, to protect his interests and ours in connection with a breach or possible breach of the Regulations.

19.6. You now expressly release us from any and all claims and liability known and unknown, arising in any way from a dispute between you and a Provider.

## **20. Dispute resolution**

In this paragraph the term “ADR Provider” means an approved body under the Alternative Dispute Resolution for Consumer Dispute Regulations 2015.

The following terms apply in the event of a dispute between the parties:

- 20.1. If you are not happy with our services or have any complaints then you must tell us by email message to email address or an updated address which you will find on Our Websites.
- 20.2. Detailed information about our complaint handling procedure can be found on our website.
- 20.3. If a dispute is not settled as set out above, we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.
- 20.4. We can propose an ADR Provider or will listen to your proposal. If you are in any way concerned, you should read the regulations at:  
<http://ec.europa.eu/consumers/odr/>.

## **21. Miscellaneous matters**

- 21.1. If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.
- 21.2. If you are in breach of any term of this agreement, we may:
  - 21.2.1 terminate your account and refuse access to Our Websites;
  - 21.2.2 remove or edit Content, or cancel any order at our discretion;
  - 21.2.3 issue a claim in any court.
- 21.3. Any obligation in this agreement intended to continue to have effect after termination or completion shall continue.

- 21.4. No failure or delay by us to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.
- 21.5. When you visit Our Websites or send messages to us by email, you are communicating with us electronically. We communicate with you by email or by posting notices on Our Websites. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.
- 21.6. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

- 21.7. This agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise, except that any provision in this agreement which excludes or restricts the liability of our directors, officers, employees, subcontractors, agents and affiliated companies, may be enforced under that Act.
- 21.8. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control.
- 21.9. In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.
- 21.10. The validity, construction and performance of this agreement shall be governed by the laws of England and Wales and you agree that any dispute arising from it shall be litigated only in that country.

## Schedule One

On-going memberships in accordance with Clause 3 of this document.

Detail	Subscription	Backstage Pass	Loud	Louder	Loudest
Ability to browse our websites	✓	✓	✓	✓	✓
Access to the campus		✓	✓	✓	✓
Access to online materials			✓	✓	✓
Ability to upload videos for peer review, including teacher comments via Social			✓	✓	✓
Ability to upload 4 videos per month for formative teacher feedback				✓	✓
1-2-1 weekly lesson with an MLC teacher					✓