

## **Online Courses Terms & Conditions**

Please read the online terms and conditions carefully before making an application and purchasing an online course. By booking an online course you are confirming that you agree to be bound by the online course terms and conditions.

Courses are provided by a collective of fully qualified tutors on behalf of 'The Actor's Edge Online Series'.

Courses are open to International students and subject to UK law.

### **1. Booking Policy**

1.1 Tutors want to make sure that students are enrolling upon courses that are suitable for them. There are no specific entry requirements for any course, other than a good comprehension of written and spoken English. All online courses are taught in English. It is preferable that a student has a level of education equivalent to that of GCSE's. The minimum age to apply is 16 (although parental permission will be sought) and there is no upper age limits. Courses do not require a prior level of knowledge about the subject. A student will need to make a booking via the online booking form, whereupon our teaching team will assess the suitability of the course for the student.

### **2.Booking, Confirmation & Contracts**

2.1 Once tutors have accepted and approved a booking the student will be notified.

2.2 Access to the course will be granted in the form of a digital link and password, once a booking has been agreed and full payment has been received.

2.3 Full payment can be made prior to a completed booking form. If a student's booking is not accepted by a tutor, a full refund will be given.

2.4 Submission of a booking form indicates the participant agrees to the

## Terms & Conditions Online Courses 2021/2022

terms and conditions set out in this document and that they will be charged the appropriate full course fee if the booking is accepted.

2.5 Tutors reserve the right to not accept a booking. They will attempt to provide a reason where necessary but are under no obligation to do so. Tutors may not be able to accept a booking at certain times of year due to over subscription per tutor. In which case the student will be contacted and asked if they are prepared to be placed on a tutor's waiting list.

2.6 The contract between a tutor and student begins once a booking has been accepted and full payment received. The terms and conditions detailed within this document serve as the terms of that contract and no further document will be issued.

2.7 Applicants under the age of 18 must obtain permissions from either their parent or legal guardian. In this circumstance the contract will exist between the tutor and both the student and their nominated parent or legal guardian.

2.8 Tutors will not accept bookings by telephone or provisional bookings.

2.9 Tutors will endeavour to action bookings within three working days. This is dependent on the accuracy of information submitted in the booking form by the applicant.

### **3. Examinations & Certificates**

3.1 There are no examinations involved with any of the online courses that we currently offer.

3.2 Tutors are happy to provide a certificate of completion upon request for online courses.

### **4. What do fees cover ?**

4.1 Fees cover:

- Access to all course units online and use of software
- Email support from your assigned tutor

## Terms & Conditions Online Courses 2021/2022

- Written tutor feedback to a series of specific units
- Access to the full course for an agreed amount of time.

### **5. Course Content & Guarantees**

5.1 Tutors agree to provide online courses with reasonable care and skill.

5.2 A student's success in building any course-associated career is dependent on a number of factors. Tutors give no guarantee that by completing an online course that they will experience success in any business, industry or activity.

5.3 Tutors take no responsibility for student's personal use of their teaching strategies, after the course.

5.4 All tutors are highly experienced industry professionals and qualified teaching staff.

### **6. Online Course Structure**

6.1 All courses are on-demand online courses, which do not have a pre-determined start date and are available for study immediately once the tutors and student enter into a contract.

6.2 A student and tutor's contract will commence once a student receives email confirmation that their booking has been accepted. A digital link to course units and a password will be emailed to the student either within the confirmation email or separate email within 48 hours.

6.3 In order to purchase an online course you must provide or submit a booking form and ensure all information provided is complete and accurate.

6.4 Students will have access to the course for 6 months beginning from the date the digital link and password are provided. See clause 8.2 for extensions

6.5 Courses are self-paced with no specific timetable for study, there are no specific dates for deadlines for the submission of an assignment. The student

## Terms & Conditions Online Courses 2021/2022

can plan their studies according to their own convenience and can submit an assignment when they are ready to do so, providing all units are completed within a 6-month period. It is estimated that all online courses will comfortably take 3 months to complete.

6.6 Course units are provided as online reading materials, instructional videos, written and video assignments, with tutors providing written and or audio feedback.

7.6 As the course is self-pacing and to be taken at the student's leisure within the 6 month period tutors will not pressurise students with deadlines, email contact or ask students to log into the course to complete units.

## **7. Start date/time**

7.1 All courses can commence on the date a digital link and password are sent via email to the student.

7.2 All courses are offered online, there is no need to attend any venue to complete a course.

## **8. Deferrals & Extensions**

8.1 When a tutor accepts your booking you will receive your course confirmation details. If for any reason you need to defer your course, tutors will consider this at their discretion.

8.2 Each online course is available for the student to complete within 6 months. If for any reason you require an extension to your course access, you must apply in writing. If a tutor agrees to extend a course, there maybe an additional extension fee to pay.

## **9. Waiting Lists**

9.1 Where there is over-subscription for any course or tutor, the order in which applications are received shall determine their priority (first come, first served basis).

9.2 Tutors may not be able to accept a booking at certain times of year due to

over subscription per tutor. In which case the student will be contacted and asked if they are prepared to be placed on a tutor's waiting list. In this circumstance no payment will be required until a tutor confirms that they have space. If however, a student wishes to utilise an early bird or early booking online offer they can pay immediately to secure the discount. Tutors will then confirm a future start date for the course in a waiting list confirmation email. Early bird/early booking discounts can only be used at the time that they are advertised.

## **10. Paying by Instalments**

10.1 Tutors do not offer the opportunity to pay via instalments. However, you maybe offered an instalment agreement via our payment provider PayPal. The agreement will exist between you and PayPal in respect of your payment obligations and terms.

## **11. Payment**

11. 1 Payment can be made via PayPal or via bank transfer BACS. If you wish to pay via BACS please request an invoice as your desired form of payment via your booking form.

## **12. Not for resale**

12. 1 Courses provided are for an individual only. They are packaged, tailored and taught to an individual student. No part of the course including both unit content and tutor feedback can be resold, uploaded online or resold or taught to a third party.

## **13. Pricing**

13.1 The fee for all online courses is payable in pounds Sterling.

13.2 Currency conversion costs are the student's responsibility and will not be deducted from course fees

13.3 No cash alternative is available for students who do not take parts of the

course.

13.4 Courses cannot be paid for weekly

13.5 Instalment options if agreed via PayPal will be expected whether a student completes a course or not.

13.6 By making payment in full you are accepting the full terms and conditions.

13.7 Early bird or discounted offers are only applicable at the time that they are advertised and can change at any time. However, if an early bird/early booking discount is available at the time that a booking has been submitted then tutors will honour the discount.

## **14. Cancellation**

14.1 You may cancel all of the course at any time before you receive access to the course. Access to the full course is provided at the time that the initial digital link and password are provided. If you do not sign in to your course within 14 days then a full refund will be given.

14.2 During the first 14 days of receiving your course confirmation and digital link you may cancel your course in writing and a full refund will be given. A refund will not be given if you have signed in to your course.

14.3 Refunds in the above circumstances take 28 days to process.

14.4 Tutors application and admissions process is subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 UK.

## **15. Course Content and Prerequisites**

15.1 All participants are required to fully familiarise themselves with the course contents. A full course outline can be provided for each online course, although tutors will expect a student to respect their livelihoods and not

## Terms & Conditions Online Courses 2021/2022

forward this information to a third party, competitors or upload anywhere online.

15.2 The topics covered in a course are designed for students aged 16 and upwards, with no upper age limit and are designed for adult rather than youth students. Applicants should ensure that the content is appropriate before booking.

15.3 Tutors reserves the right to teach course content in a way that they deem effective, provided the methods used still meet the advertised description for that course.

15.4 At application students are required to disclose medical and special educational needs that may impact their ability to participate fully in the course. Disclosed information is kept in the strictest of confidence in line with 'The Actor's Edge Online Series' GDPR policy. Tutors will firstly attempt to find a teaching solution for your concerns, if they are disclosed at application. However, tutors cannot be held responsible for undisclosed conditions and any refund after the 14 days cancellation period would be at the tutor's discretion and dealt with on a case-by-case basis.

## **16. Events outside of Tutors' control**

16.1 Tutors will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, severe snow, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts,

decrees, legislation, regulations or restrictions of any government.

16.3 Tutors performance under any contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period.

## **17. Copyright**

17.1 All online course materials are developed by tutors and are for course participants only and protected by copyright. They may not be reproduced wholly or in part without prior written consent from the course tutor.

17.2 Online course content used during a course is to be used for the duration of the course only and should not be copied, emailed or distributed or taught to a third party in any way.

17.3 Taking photos of online course content and or the use of video cameras throughout courses via any device is strictly prohibited and any participant who is found to have recorded any course footage or tutor interactions will then be denied further access to their course with immediate effect. Refunds will not be issued under these circumstances.

17.4 The use of tutor's logos or website imagery is strictly prohibited

17.5 To protect the copyright of both students and tutors any uploaded video will require the student's consent at the time of booking. Tutors agree to protect any student video footage in accordance with GDPR polices and will not copy, forward or publish any video footage of student's video units. Tutors will also agree to delete all footage within 1 month of the course's completion.

## **18. Confidentiality**

18.1 Save as required by law or in respect of information which is already in the public domain through no breach by you of the provisions of this clause,



## Terms & Conditions Online Courses 2021/2022

students shall keep in strict confidence all know-how, inventions, processes or initiatives which are of a confidential nature and have been disclosed to you by tutors (or our employees, agents, consultants or sub-contractors) and any other confidential information concerning tutor's business or the course content which you may obtain.

18.2 Tutors will not repeat any sensitive or personal information that is publicly or privately shared or discussed by students during their interaction on this course and will expect all participants to respectfully do the same.

## **19. Changes**

19.1 Before a contract commences tutors reserve the right to increase and decrease advertised course fees or offers for any online course or to amend any teaching material within it. Advertised courses can be withdrawn at any time prior to the commencement of the contract.

19.2 Failure to make payment instalments when due and payable constitutes a breach of contract with tutors and outstanding instalment amounts will be collected via PayPal, course access may be denied via tutors until such time that instalments arrears are bought up to date.

19.3 The description of the online course will be set out on the course website or via requested course outline documents that will be emailed.

## **20. Technical Specifications and Support**

20.1 All charges to use the internet are to be born by the student.

20.2 If a student is unable to access an online course, then tutors will use reasonable endeavours to provide a solution where they have direct control over the system. If the issue lies with the course delivery software they will contact the provider direct to help assist the resolution of your issue. If the issue lies with your hardware system, software or settings our support team

## Terms & Conditions Online Courses 2021/2022

may provide assistance at their discretion but cannot guarantee that such assistance will resolve your issue.

20.3 The student will accept and understand that there may be periods of downtime for support and tutoring staff and that assistance may not be available during those times. The student accepts no claim for breach of contract or otherwise in respect of such a period of uncertainty.

20.4 Tutors will use reasonable efforts to make the online course accessible but cannot guarantee an uninterrupted, timely or error free availability or that defects will not occur from time to time. Tutors can suspend access to the website for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functioning of the website.

20.5 The student accepts and acknowledges that tutors cannot be held responsible for any delay or disruptions to their access to the online course as a result of such suspension or any of the following. Operation of the World Wide Web, viruses or the computer the student is using to access the online course. Failures of telecommunications links and equipment. Updated browser issues.

20.6 Online courses may be extended without additional charge if the student can prove that their studies have been interrupted due to a catastrophic life event and will be at the discretion of the tutor to extend the course for an agreed period.

## **21. Access**

21.1 Tutors agree to offer tailored tuition and feedback to individual students. A student must not share; transfer rights to access or provide access to a third party. Nor must a third party complete any part of the course on their behalf.

21.2 From time to time modifications or enhancements maybe made to update online courses. You will have access to these changes at no extra charge if they are pertaining to the course you purchased in the expected time frame of your online course.

## Terms & Conditions Online Courses 2021/2022

21.3 A student will not have access to future online courses as part of their original purchase.

21.4 Tutors reserve the right to monitor IP addresses that are used to access the course. If a student is found to be in contravention of the access agreement they reserve the right to terminate a student's access to the course forthwith. In such circumstances no refund will be given.

## **22. Suitability**

22.1 Tutors expect the student to take reasonable care to verify that the online course that a student has booked is suitable for the student's needs. Tutors will consider booking form information and review the student's expectations in relation to the course.

22.2 Tutors cannot guarantee that the online course will be typo or error free throughout. Contents are deemed correct at the time of creation and will be updated as information changes.

22.3 Tutors make no commitment that the online course will be compatible with or will operate with a student's operating system or hardware. It will be the student's responsibility to deem their equipment and access is compatible at the time of application.

## **23. Participation**

23.1 Tutors will strive to create a positive and inclusive environment during their course interactions and will expect participants to do the same.

23.2 Tutor ratios will range from a minimum of 5 students to a maximum of 20 at any given period of time per course.

## **24. Termination**

24.1 Tutors reserve the right to terminate the contract immediately without liability if you cause disruption during course interactions through the form of inappropriate or abusive behaviour, use unfair or dishonest practices or take any action which brings them (or any of their assistants employees,

## Terms & Conditions Online Courses 2021/2022

agents, consultants, sub- contractors or other students) into disrepute or adversely affects their goodwill or reputation. In such circumstances there will be no liability or obligation to students to refund any course fees or to continue to supply any online course access.

### **25. Data Protection & GDPR**

25.1 The student agrees that tutors may use student personal data in accordance with and subject to the Data Protection Act 1998 and General Data Protection Regulation.

25. 2 Tutors agree to follow ‘The Actor’s Edge Online Series ‘ GDPR policy.

### **26. Health & Safety**

26.1 Tutors will expect participants to undertake any units, which require physical acting exercises to do so as per their safety instructions and at the student’s own risk.

### **27. Hours of service**

27.1 Tutors work between 10am-7pm ( GMT London ) Monday to Friday. Excluding UK public holidays and weekends.