

## WE TEACH DRAMA TERMS OF USE

### 1. About us

We are We Teach Drama Limited, a company registered in England and Wales under company number: 13202625. Our registered office is at: 1 The Courtyard Market Street, Penkridge, Staffordshire, England, ST19 5DH.

### 2. How to contact us

You can contact us by sending an email to [info@weteachdrama.com](mailto:info@weteachdrama.com).

### 3. These terms

- 3.1. These terms apply to any purchases you make on our website. Please read these terms carefully before you place any orders on our site, as they set out important information about your and our rights and obligations. Please note that you must agree to these terms before you place your order.
- 3.2. For the purposes of these terms, you are a **'consumer'** if you are buying digital content from our site as an individual for purposes wholly or mainly outside of your trade, business, craft or profession. You are a **'business customer'** if you are buying digital content from our site for purposes relating to your trade, business, craft or profession. Some terms only apply to your order if you are a consumer and other terms only apply to your order if you are a business customer, so please make sure you read these terms carefully.
- 3.3. Any reference to **'we'**, **'us'** or **'our'** in these terms is to We Teach Drama, and any reference to **'you'** or **'your'** is to the person placing an order on our site.
- 3.4. You must be at least 18 years old and a resident of the UK to place an order on our site. If you are a business customer placing an order on behalf of a business, you confirm that you have authority to place such order for and on behalf of that business.
- 3.5. We may make changes to these terms at any time. However, the terms which apply to your order will be those in force at the time you submitted your order to us.
- 3.6. Please print out or save a copy of these terms and any emails from us for your records, as we will not save or file a copy for you. These terms are only available in English.

### 4. Orders

- 4.1. Please check your order carefully and correct any errors before you submit it to us.
- 4.2. Your order is an offer to buy digital content from us on these terms. Confirmation that your order has been successfully submitted does not mean that your order has been accepted by us.
- 4.3. Acceptance of your order by us takes place when we send you an order confirmation email, at which point a legally binding contract is formed between you and us on these terms.

- 4.4. If we do not accept your order, for example because we have been unable to take payment, the digital content is unavailable, you are under 18 or live outside of the UK, or there has been a mistake regarding the pricing or description of the digital content, we will email you using the details you provided when you placed your order and provide you with a refund if payment has already been taken. We have the right to reject any order for any reason.

## **5. Availability**

- 5.1. We cannot guarantee that any digital content will be available at any given time, or that access to the digital content will be uninterrupted, error free or secure. For example, access to digital content may be temporarily unavailable while we carry out maintenance or for other technical reasons.

- 5.2. In certain circumstances beyond our reasonable control, for example where there has been a change in law, we may need to stop providing certain digital content. If this happens and it affects your order, we will notify you by email, cancel your order and provide you with a full refund if payment has already been taken.

## **6. Making changes to your order**

If you would like to make any changes to your order after you have submitted it, please contact us as soon as possible and we will let you know if it is possible to change your order.

## **7. Descriptions and technical requirements**

- 7.1. Descriptions of our digital content are set out on our site. Please read the descriptions carefully.

- 7.2. To stream or download and use the digital content, your device needs to comply with the minimum technical requirements set out by our third-party providers. Please see the [Vimeo requirements](#) and the [Zoom requirements](#) for details. Please read these carefully as you are responsible for making sure that your device meets these requirements.

- 7.3. You will need internet access to download or stream the digital content and you are responsible for any charges you may incur in connection with your download or stream. The streaming resolution and quality of the digital content will depend on the type of device you are using, your resolution settings and the speed of your internet connection.

- 7.4. We are not liable to you if you are unable to download or use or stream the digital content due to a poor internet connection, because your device does not meet the minimum technical requirements, or for any other reason outside of our reasonable control.

## **8. Permission to use the digital content**

- 8.1. We give you a licence to download and use the digital content provided you follow all of the rules in these terms. The licence starts when you download the digital content.

- 8.2. If you are a consumer, the licence is for your personal and domestic use only. You must not use the digital content for commercial, business or resale purposes.

- 8.3. If you are a business customer, including if you are an educational institution, the licence is for your internal business purposes only. You must not use the digital content for any resale purposes or sub-licence to any third-party. This means that if you are a teacher who purchases digital content on behalf of an educational institution, that licence is limited to the institution and should you leave and take up employment elsewhere, you shall be required to purchase a new licence.
- 8.4. You do not own the digital content or any of its contents but you may use it as set out in these terms. You are not allowed to pretend that the digital content is your own or make it available to others to stream or download or use.
- 8.5. You must not conceal, change or remove any markings which show who owns the digital content, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings, or try to circumvent any digital rights management or technical protection measures put in place to prevent you from using the digital content in a way that you are not allowed to.
- 8.6. If you do not comply with any term in this clause 8, we have the right to end our contract with you immediately by sending an email to the address you provided when you placed your order.
- 8.7. If we end our contract with you in accordance with clause 8.6:
- 8.7.1. we may seek to recover reasonable compensation from you according to law to cover losses resulting directly from your breach of this clause 8;
  - 8.7.2. you must immediately stop using the digital content;
  - 8.7.3. we may remotely block your access to the digital content;
  - 8.7.4. you must delete or remove the digital content from any devices; and
  - 8.7.5. we may delete or suspend access to your account.

## **9. Geographical restrictions**

The digital content was designed for use in the UK. We cannot guarantee that the digital content is appropriate or will be available for use in locations outside of the UK. If you use the digital content outside of the UK, you are responsible for ensuring that you comply with any local laws.

## **10. Prices**

- 10.1. Prices for our digital content are set out on our site. All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.
- 10.2. Prices for our digital content may change at any time. Except as set out in clause 11.3 below, such changes will not affect existing orders.

- 10.3. If there has been an error on the site regarding the pricing of any of our digital content and this affects your order, we will try to contact you using the contact details you provided when you placed your order. We will give you the option to re-confirm your order at the correct price or to cancel your order and get a full refund. If we are unable to contact you, we will treat the order as cancelled and notify you by email.

## **11. Payment**

- 11.1. If you order one of our live courses, we will send you an invoice detailing the terms and methods of payment.
- 11.2. If you make a purchase through our Website shop, we will accept payments via Wix Payments. We will take payment from your card when you place your order. All payments will be governed by Wix Payments' [terms and conditions](#) which are incorporated into these terms by reference.

## **12. How to download or stream your digital content**

- 12.1. The digital content you purchase can be downloaded by clicking on the download link in your order confirmation email. Please note that, if you are a consumer, you lose your right to cancel your order once you start to download the digital content. See clause 14 below for more information on your cancellation rights.
- 12.2. If you do not own the device you use to download the digital content, you must obtain permission from the owner to download the digital content onto their device.
- 12.3. There is no limit on how many times you can download or stream the digital content. The digital content will be available to download or stream for 30 days from the date of your order confirmation email.
- 12.4. The digital content you purchase can be streamed through your browser. Please note that, if you are a consumer, you lose your right to cancel your order once you start to stream the digital content. See clause 14 below for more information on your cancellation rights.
- 12.5. If you are having trouble downloading or streaming the digital content, please email us at [info@weteachdrama.com](mailto:info@weteachdrama.com).

## **13. Consumer cancellation rights**

**This clause 14 only applies to you if you are a consumer.**

- 13.1. You have 14 days from the date of your order confirmation email to change your mind and cancel your order. However, you lose your right to cancel once you start to download or stream the digital content and will not be entitled to a refund in such circumstances unless the digital content is faulty.
- 13.2. To cancel your order, please email us at [info@weteachdrama.com](mailto:info@weteachdrama.com). To help us process your cancellation more quickly, please have your order number ready or include it in the email or cancellation form you send to us.

13.3. We will provide you with a full refund as soon as possible and no later than 14 days after the day on which you told us that you want to cancel.

13.4. We will issue your refund to the same payment method you used when you placed your order.

#### **14. Faulty digital content—consumers**

**This clause 15 only applies to you if you are a consumer.**

14.1. The digital content that we provide to you must be as described, fit for purpose and of satisfactory quality.

14.2. We are under a legal duty to supply digital content that is in conformity with our contract with you.

14.3. If your digital content is faulty, you are entitled to a repair or a replacement.

14.4. If the fault cannot be fixed, or if it has not been fixed within a reasonable time and without significant inconvenience to you, you can get some, or all, of your money back.

14.5. If you can show that a fault in the digital content has damaged your device and we have not used reasonable care and skill, you may be entitled to a repair or compensation.

14.6. This is a summary of some of your key rights. They are in addition to your cancellation rights set out in clause 14 above. For more detailed information on your rights, visit the Citizens Advice website at [www.citizensadvice.org.uk](http://www.citizensadvice.org.uk) or call 0808 223 1133.

14.7. If there is a problem with your digital content, please contact us as soon as reasonably possible.

#### **15. Faulty digital content—business customers**

**This clause 16 only applies to you if you are a business customer.**

15.1. We warrant that the digital content will conform in all material respects with its description on the site for a period of 60 days from the date the digital content is first made available for download or streaming (**Warranty Period**).

15.2. If any digital content does not comply with clause 15.1, we will (at our option) correct the errors within a reasonable time or replace the defective digital content or refund any payments made for the defective digital content, provided that:

15.2.1. you notify us by email to [info@weteachdrama.com](mailto:info@weteachdrama.com) within the Warranty Period; and

15.2.2. you provide us with sufficient information to enable us to reproduce the errors or investigate the defect.

15.3. If we provide you with a refund under clause 16.2:

15.3.1. you no longer have any rights to use the digital content; and

15.3.2. you must remove the digital content from any device and delete any copies.

15.4. Clause 16.2 sets out your sole and exclusive remedy for any breach of clause 16.1.

15.5. Except as set out in this clause 16, we give no warranties and make no representations in relation to the digital content, and all warranties and conditions whether express or implied by statute, common law or otherwise (including any implied terms relating to quality, fitness for any particular purpose, reasonable care and skill or ability to achieve a particular result) are excluded to the extent permitted by law.

## **16. Events beyond our control**

We are not liable to you if we fail to comply with these terms because of circumstances beyond our reasonable control.

## **17. Our liability to consumers**

**This clause 18 only applies to you if you are a consumer.**

17.1. If we breach these terms or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time the contract was made, it was either clear that such loss or damage would occur or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).

17.2. We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.

17.3. Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **18. Our liability to business customers**

**This clause 19 only applies to you if you are a business customer.**

18.1. Subject to the below, our liability under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) will not exceed the total price paid for the digital content.

18.2. We will not be liable to you under or in connection with these terms (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) for:

18.2.1. consequential, indirect or special losses; or

18.2.2. any of the following (whether direct or indirect):

(a) loss of profit;

- (b) loss or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of opportunity;
- (g) loss of savings, discount or rebate (whether actual or anticipated); or
- (h) harm to reputation or loss of goodwill.

18.3. Nothing in these terms will limit or exclude our liability for:

18.3.1. death or personal injury caused by negligence;

18.3.2. fraud or fraudulent misrepresentation; or

18.3.3. any other losses which cannot be excluded or limited by law.

## **19. Your information**

Any personal information that you provide to us will be dealt with in line with our **Privacy Policy** available here [*insert link*], which explains what information we collect and hold about you, and how we collect, store, use and share such information.

## **20. No third party rights**

No one other than us or you has any right to enforce any of these terms.

## **21. Complaints**

21.1. If you are unhappy with us or the digital content you ordered, please contact us at [info@weteachdrama.com](mailto:info@weteachdrama.com).

## **22. Governing law and jurisdiction**

22.1. If you are a consumer, the laws of England and Wales apply to these terms, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country. Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.

22.2. If you are a business customer, these terms and any dispute or claim arising out of, or in connection with, the terms, their subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. You and us both irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these terms, their subject matter or formation (including non-contractual disputes or claims).

## **23. General terms**

- 23.1. You are not allowed to transfer your rights under these terms to anyone without our prior written consent. We may transfer our rights under these terms to another business without your consent, but we will notify you of the transfer and make sure that your rights are not adversely affected as a result.
- 23.2. If any provision of these terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of these terms will not be affected.
- 23.3. If you breach these terms and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these terms.
- 23.4. If you are a business customer, any variation to these terms will not be binding unless expressly agreed in writing between you and us.
- 23.5. If you are a business customer, you and we both agree that these terms constitute the entire agreement between you and us in relation to your order. You acknowledge that you have not entered into these terms in reliance on any representation or warranty that is not expressly set out in these terms and that you will have no claim for innocent or negligent misrepresentation on the basis of any statement in these terms.