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## TERMS OF SALE

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### BACKGROUND:

These Terms of Sale set out the terms under which Paid Content, accessed via Subscriptions, is sold by Us to consumers and business customers through this website, [www.supportedlivinggateway.com](http://www.supportedlivinggateway.com) ("Our Site"). Please read these Terms of Sale and the attachment carefully and ensure that you understand them before purchasing a Subscription. You will be required to read and accept these Terms of Sale when ordering a Subscription. If you do not agree to comply with and be bound by these Terms of Sale, you will not be able to purchase a Subscription and access Paid Content through Our Site. These Terms of Sale, as well as any and all Contracts are in the English language only.

Terms and information that are specific to accessing sessions of Paid Content training presented by a Tutor (as defined below) using the Zoom cloud-based web conferencing platform are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.

### 1. Definitions and Interpretation

1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Consumer"</b>	means an individual customer who purchases any Subscription to Our services comprising any Paid Content which is to be received or used for their personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;
<b>"Contract"</b>	means a contract for the purchase of a Subscription to access Paid Content, as explained in Clause 6;
<b>"Data Protection Legislation"</b>	means all legislation in force in the UK from time to time relating to data protection and privacy including, but not limited to, the Data Protection Act 2018, EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and any other directly applicable EU regulation relating to data protection and privacy (for as long as, and to the extent that, EU law has legal effect in the UK) and any successor legislation relating to data protection and privacy;

<b>“Paid Content”</b>	<p>the digital content sold by Us through Our Site</p> <p>and</p> <p>any digital content (including text, graphics, images, audio, and video) comprising any session of tuition, instruction, teaching, coaching, training, or mentoring, or any materials or other information related thereto, which We offer, where those sessions or materials are sold by Us through Our Site and made available by Us by means of</p> <p>either</p> <p>(a) two-way synchronous live stream audio and/or video technology, e.g. Zoom;</p> <p>or</p> <p>(b) asynchronous live stream video and/or audio or recorded nondownloadable video and audio of one or more items hosted on another’s website, e.g. Vimeo via a link that We provide to You;</p>
<b>“Subscription”</b>	<p>means a subscription to Our Site providing access to Paid Content;</p>
<b>“Subscription Confirmation”</b>	<p>means Our acceptance and confirmation of your purchase of a Subscription;</p>
<b>“Subscription ID”</b>	<p>means the reference number for your Subscription;</p> <p>and</p>
<b>“Tutor”</b>	<p>means the tutor, instructor, teacher, coach, mentor, or other individual who presents the Paid Content and/or who interacts with You online during any session of Paid Content training;</p>
<b>“We/Us/Our”</b>	<p>means Supported Living Gateway Limited, a company registered in England under 12678483, whose registered address is c/o DPC Accountants, Stone House, 55 Stone Road Business Park, Stone Road, Stoke-on-Trent, Staffordshire, ST4 6SR.</p>

## **2. Information About Us**

- 2.1 Our Site, [www.supportedlivinggateway.com](http://www.supportedlivinggateway.com), is owned and operated by Us. Our VAT number is 355 5310 10.

## **3. Access to and Use of Our Site**

- 3.1 Access to Our Site is free of charge.
- 3.2 It is your responsibility to make any and all arrangements necessary in order to access Our Site.
- 3.3 Access to Our Site is provided “as is” and on an “as available” basis. We may

alter, suspend or discontinue Our Site (or any part of it) at any time and without notice. We will not be liable to you in any way if Our Site (or any part of it) is unavailable at any time and for any period.

- 3.4 Use of Our Site is subject to Our Website Terms of Use <https://www.supportedlivinggateway.com/legal/terms-of-use>. Please ensure that you have read them carefully and that you understand them.

#### **4. Age Restrictions**

- 4.1 Consumers may only purchase Subscriptions and access Paid Content through Our Site if they are at least 18 years of age.

#### **5. Subscriptions, Paid Content, Pricing and Availability**

- 5.1 We may from time to time change Our prices. Changes in price will not affect any Subscription that you have already purchased but will apply to any subsequent renewal or new Subscription. We will inform you of any change in price at least 1 month before the change is due to take effect. If you do not agree to such a change, you may cancel the Contract as described in sub-Clause 11.1.
- 5.2 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect your use of that Paid Content. However, if any change is made that would affect your use of the Paid Content, suitable information will be provided to you.
- 5.3 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content that significantly reduces validity or usefulness. If We do so, We will inform you at least 3 months before the changes are due to take effect. If you do not agree to the changes, you may cancel the Contract as described in sub-Clause 11.1.
- 5.4 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to you before you purchased your Subscription to access the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.5 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. Changes in price will not affect any order that you have already placed (please note sub-Clause 5.9 regarding VAT, however).
- 5.6 All prices are checked by Us before We accept your order. In the unlikely event that We have shown incorrect pricing information, We will contact you in writing to inform you of the mistake. If the correct price is lower than that shown when you made your order, We will simply charge you the lower amount and continue processing your order. If the correct price is higher, We will give you the option to purchase the Subscription at the correct price or to cancel your order (or the affected part of it). We will not proceed with processing your order in this case until you respond. If We do not receive a response from you within 3 days, We will treat your order as cancelled and notify you of this in writing.
- 5.7 If We discover an error in the price or description of your Subscription after your

order is processed, We will inform you immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform you of such an error and you do wish to cancel the Contract, please refer to sub-Clause 11.4.

- 5.8 If the price of a Subscription that you have ordered changes between your order being placed and Us processing that order and taking payment, you will be charged the price shown on Our Site at the time of placing your order. Subsequent Subscriptions and renewals will be charged at the new price.
- 5.9 Prices on Our Site are shown exclusive of VAT. If the VAT rate changes between your order being placed and Us taking payment, the amount of VAT payable will be automatically adjusted when taking payment.

## **6. Orders – How Contracts Are Formed**

- 6.1 Our Site will guide you through the process of purchasing a Subscription. Before completing your purchase, you will be given the opportunity to review your order and amend it. Please ensure that you have checked your order carefully before submitting it.
- 6.2 If, during the order process, you provide Us with incorrect or incomplete information, please contact Us as soon as possible. If We are unable to process your order due to incorrect or incomplete information, We will contact you to ask to correct it. If you do not give Us the accurate or complete information within a reasonable time of Our request, We will cancel your order and treat the Contract as being at an end. We will not be responsible for any delay in the availability of Paid Content that results from you providing incorrect or incomplete information.
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acknowledgement of receipt of your order does not mean that We have accepted it. Our acceptance is indicated by Us sending you a Subscription Confirmation by email. Only once We have sent you a Subscription Confirmation will there be a legally binding Contract between Us and you.
- 6.4 Subscription Confirmations shall contain the following information:
  - 6.4.1 Your Subscription ID;
  - 6.4.2 Confirmation of the Subscription ordered including full details of the main characteristics of the Subscription and Paid Content available as part of it;
  - 6.4.3 Fully itemised pricing for your Subscription including, where appropriate, taxes, and other additional charges;
  - 6.4.4 The duration of your Subscription (including the start date, and the expiry.);
- 6.5 In the unlikely event that We do not accept or cannot fulfil your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to you.

- 6.6 Any refunds due under this Clause 6 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.7 Refunds under this Clause 6 will be made using the same payment method that you used when purchasing your Subscription.

## **7. Payment**

- 7.1 Payment for Subscriptions must always be made in advance. Your chosen payment method will be charged when We process your order and send you a Subscription Confirmation (this usually occurs immediately and you will be shown a message confirming your payment).
- 7.2 Payments due must be made in full, without any set-off, counterclaim, deduction, or withholding (except where any deduction or withholding of tax is required by law).
- 7.3 We accept the following methods of payment on Our Site:
  - 7.3.1 Debit Card; or
  - 7.3.2 Credit Card;
- 7.4 We accept payments via bank direct debit for subscription renewals.
- 7.5 If you do not make any payment due to Us on time, We will suspend your access to the Paid Content. For more information, please refer to sub-Clause 8.4. If you do not make payment within 3 days of Our reminder, We may cancel the Contract. Any outstanding sums due to Us will remain due and payable.
- 7.6 If you believe that We have charged you an incorrect amount, please contact Us at [hello@supportedlivinggateway.com](mailto:hello@supportedlivinggateway.com) as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

## **8. Provision of Paid Content**

- 8.1 Paid Content appropriate to your Subscription will be available to you immediately when We send you a Subscription Confirmation and will continue to be available for the duration of your Subscription (including any renewals), or until the Contract is otherwise ended.
  - 8.1.1 An item of Paid Content requested will be available when stated in the information that We provide about it before You place Your order, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non-streamed item, the period within which it is or will be available for access.
  - 8.1.2 If an item of Paid Content is a livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item (such being made available by Us to You and/or to others) or by other circumstances. Any such delay will not normally exceed 15 minutes but if the start is delayed by more than that period then We will extend your Subscription period by one calendar week to compensate for any inconvenience or loss suffered as a result.
- 8.2 In some limited circumstances, We may need to suspend the provision of Paid

Content (in full or in part) for one or more of the following reasons:

- 8.2.1 To fix technical problems or to make necessary minor technical changes, as described above in sub-Clause 5.2;
  - 8.2.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements, as described above in sub-Clause 5.2; or
  - 8.2.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.3.
- 8.3 If We need to suspend availability of the Paid Content for any of the reasons set out in sub-Clause 8.2, We will inform you in advance of the suspension and explain why it is necessary (unless We need to suspend availability for urgent or emergency reasons such as a dangerous problem with the Paid Content, in which case We will inform you as soon as reasonably possible after suspension). If the suspension lasts (or We tell you that it is going to last) for more than 30 calendar days, you may end the Contract as described below in sub-Clause 11.2.
- 8.4 We may suspend provision of the Paid Content if We do not receive payment on time from you. We will inform you of the non-payment on the due date, however if you do not make payment within 3 calendar days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from you. If We do suspend provision of the Paid Content, We will inform you of the suspension. You will not be charged for any Paid Content while provision is suspended.

## 9. Licence

- 9.1 When you purchase a Subscription to access Paid Content, We will grant you a limited, non-exclusive, non-transferable, non-sublicensable licence to access and use the relevant Paid Content for commercial purposes. The licence granted to you does not give you any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to you under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
  - 9.2.1 You may not copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and
  - 9.2.2 You may not use any two way livestream facility which is or is part of a Paid Content item or event to communicate or make accessible to any other person accessing or participating in that item or event anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of that item or event;

## 10. Ending Your Subscription

- 10.1 If you are a consumer in the European Union, by default you have a legal right to a "cooling-off" period within which you can cancel the Contract for any reason,

including if you have changed your mind, and receive a refund. The period begins once We have sent you your Subscription Confirmation (i.e. when the Contract between you and Us is formed) and ends when you access (e.g. download or stream) the Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.

- 10.2 If you are a business customer or after the cooling-off period if you are a consumer You may cancel your Subscription at any time, however subject to sub-Clause 10.3 and Clause 11 (outlining your rights to cancel arising due to something done by Us), We cannot offer any refunds and you will continue to have access to the Paid Content for the remainder of your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 10.3 If you purchase a Subscription by mistake (or allow your Subscription to renew by mistake), please inform Us as soon as possible and do not attempt to access any Paid Content. Provided you have not accessed any Paid Content since the start date (or renewal date, as appropriate) of the Subscription We will be able to cancel the Subscription and issue a full refund. If you have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and you will continue to have access to the Paid Content for the remainder of the Subscription (up until the renewal or expiry date, as applicable).
- 10.4 If you wish to exercise your right to cancel under this Clause 10, you may inform Us of your cancellation in any way you wish. Cancellation by email or by phone is effective from the date on which you send Us your message. If you would prefer to contact Us directly to cancel, please use the following details:
- 10.4.1 Telephone: 01782 901120; or
- 10.4.2 Email: [hello@supportedlivinggateway.com](mailto:hello@supportedlivinggateway.com);
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 10.5 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 10.6 Refunds under this Clause 10 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 10.7 Refunds under this Clause 10 will be made using the same payment method that you used when purchasing your Subscription.

## **11. Ending the Contract Because of Something We Have Done (or Will Do)**

- 11.1 You may end the Contract at any time if We have informed you of a forthcoming change to your Subscription or the Paid Content (as described in sub-Clauses 5.1 or 5.3), or to these Terms of Sale that you do not agree to. If the change is set to take effect or apply to you before the end of your current Subscription, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription. If the change will not take effect or apply to you until the expiry of your current Subscription, the Contract will end at the end of that Subscription period and you will continue to have access to the Paid Content until that date.

- 11.2 If We have suspended availability of the Paid Content for more than 30 days, or We have informed you that We are going to suspend availability for more than 30 days, you may end the Contract immediately, as described in sub-Clause 8.3. If you end the Contract for this reason, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription.
- 11.3 If availability of the Paid Content will be significantly delayed because of events outside of Our control, you may end the Contract immediately. See sub-Clause 13.2.6 for more information. If you end the Contract for this reason, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription.
- 11.4 If We inform you of an error in the price or description of your Subscription or the Paid Content and you wish to end the Contract as a result, you may end it immediately. If you end the Contract for this reason, We will issue you with a pro-rated refund equal to the remaining time left in that Subscription.
- 11.5 You also have a legal right to end the Contract at any time if We are in breach of it. You may also be entitled to a full or partial refund and compensation.
- 11.6 If you wish to exercise your right to cancel under this Clause 11, you may inform Us of your cancellation in any way you wish. If you would prefer to contact Us directly to cancel, please use the following details:
- 11.6.1 Telephone: 01782 901120;
- 11.6.2 Email: [hello@supportedlivinggateway.com](mailto:hello@supportedlivinggateway.com);
- In each case, providing Us with your name, address, email address, telephone number, and Subscription ID.
- 11.7 We may ask you why you have chosen to cancel and may use any answers you provide to improve Our content and services, however please note that you are under no obligation to provide any details if you do not wish to.
- 11.8 Refunds under this Clause 11 will be issued to you as soon as possible, and in any event within 14 calendar days of the day on which you inform Us that you wish to cancel.
- 11.9 Refunds under this Clause 11 will be made using the same payment method that you used when purchasing your Subscription.

## **12. Our Liability**

- 12.1 Subject to sub-Clause 12.3, We will not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, interruption to business, for any loss of business opportunity, or for any indirect or consequential loss arising out of or in connection with any contract between you and Us.
- 12.2 Subject to sub-Clause 12.3, Our total liability to you for all other losses arising out of or in connection with any contract between you and Us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be 100% of the total sums paid by you under the contract in question.
- 12.3 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; or for any other matter in respect of which liability cannot be excluded or restricted by law.

### **13. Events Outside of Our Control (Force Majeure)**

- 13.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 13.2 If any event described under this Clause 13 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms of Sale:
- 13.2.1 We will inform you as soon as is reasonably possible;
- 13.2.2 We will take all reasonable steps to minimise the delay;
- 13.2.3 To the extent that We cannot minimise the delay, Our affected obligations under these Terms of Sale (and therefore the Contract) will be suspended and any time limits that We are bound by will be extended accordingly;
- 13.2.4 We will inform you when the event outside of Our control is over and provide details of any new dates, times or availability of Paid Content as necessary;
- 13.2.5 If the event outside of Our control continues for more than 90 days We will cancel the Contract and inform you of the cancellation. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription;
- 13.2.6 If an event outside of Our control occurs and continues for more than 30 days and you wish to cancel the Contract as a result, you may do so in any way you wish. Any refunds due to you as a result of such cancellation will be paid to you as soon as is reasonably possible and in any event within 14 days of the date on which the Contract is cancelled and will be made using the same payment method that you used when ordering your Subscription.

### **14. Communication and Contact Details**

- 14.1 If you wish to contact Us with general questions or complaints, you may contact Us by telephone at 01782 901120, by email at [hello@supportedlivinggateway.com](mailto:hello@supportedlivinggateway.com).

### **15. Complaints and Feedback**

- 15.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint.
- 15.2 If you wish to give Us feedback on any aspect of your dealings with Us, please

contact Us in one of the following ways:

15.2.1 By email, addressed to Feedback at hello@supportedlivinggateway.com.

15.2.2 By contacting Us by telephone on 01782 901120.

## **16. How We Use Your Personal Information (Data Protection)**

16.1 All personal data that We may use will be collected, processed, and held in accordance with the provisions of the Data Protection Legislation and your rights thereunder.

16.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy at <https://www.supportedlivinggateway.com/legal/privacy-policy>.

## **17. Other Important Terms**

17.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, you will be informed by Us in writing. Your rights under these Terms of Sale will not be affected and Our obligations under these Terms of Sale will be transferred to the third party who will remain bound by them.

17.2 You may not transfer (assign) your obligations and rights under these Terms of Sale (and under the Contract, as applicable) without Our express written permission.

17.3 The Contract is between you and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms of Sale.

17.4 If any of the provisions of these Terms of Sale are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms of Sale. The remainder of these Terms of Sale shall be valid and enforceable.

17.5 No failure or delay by Us in exercising any of Our rights under these Terms of Sale means that We have waived that right, and no waiver by Us of a breach of any provision of these Terms of Sale means that We will waive any subsequent breach of the same or any other provision.

17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to your Subscription, We will give you reasonable advance notice of the changes and provide details of how to cancel if you are not happy with them (also see sub-Clause 11.1 above).

## **18. Law and Jurisdiction**

18.1 These Terms of Sale, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance

with, English law.

- 18.2 If you are a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 If you are a consumer, any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.
- 18.4 If you are a business, any disputes concerning these Terms and Conditions, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England & Wales.

## Attachment

1. **Use of the Zoom web-conferencing platform to access tuition, instruction, teaching, coaching, training, or mentoring (“the Services”) online**

We only offer the Services online.

We use technology which allows Us to provide the Services provided that You have the appropriate technology (see below) to receive the Services. For this purpose, We use the Zoom cloud-based web conferencing platform (“Zoom”).

Where We are to make any of the Services available for You by means of Zoom rather than any other platform, it will be on the following basis.

2. **The technology that We will be responsible for providing**

We will subscribe to Zoom and will pay any necessary fees to Zoom to maintain that subscription. It will enable Us to act as “host” and to provide the Services to You over the internet via the Zoom facility.

To receive or participate in any of the Services via Zoom, You will need to join an online session which is within the scope of Your Subscription. You will not need to pay any fee or charge to use the Zoom facility or join that session: You will only need to pay for the Services made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoom App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable You to use Zoom.

3. **The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You have access to, and familiarity with all necessary technology so that You can receive and participate in the Services via Zoom.

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;

- (b) An up to date Zoom App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive the Services;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, make notes, and otherwise to participate as necessary, without the presence of any other person to distract You or the Tutor;
- (e) Where the Device on its own does not provide an adequate microphone and/or loudspeakers for the purpose of the Services, external microphone and/or speakers as reasonably necessary; and
- (f) Exercise/note books, pens, pencils, and any books, materials or equipment that You will need, as advised by Us before You place Your order for a Subscription.

We do not supply or make available the Zoom platform that You use to access any Paid Content. We are not a party to Your download and use of that platform, and We will have no responsibility or liability to You in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Zoom as the third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the Zoom platform but is instead downloadable directly from Our Site.

4. **Scope of what We make available to access**

We do not, and cannot, assist You to obtain, set up, maintain, or operate any technology. If You need any assistance or advice about technology, You should seek it from an appropriate third party. We do not, and cannot, give You any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You need or use for the purpose of receiving the Services. However, We may, if You request it, either before or during any session of the Services, and without charge, offer suggestions in good faith to resolve any problem with that technology that You report, but it will not be in the nature of advice to You. We do not therefore take on any responsibility or accept any liability to You if any such suggestion does not help You to resolve any problem or if by following any such suggestion You experience any other problem, loss or damage to any technology or other thing.

We will not be responsible or liable to You if You are unable to access any of the Services due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for the Services that We have made available for You. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You are unable to resolve any technology problem (whether or not You have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You use or rely on; or
- (c) Failure of or defect in the Zoom platform used by Us or You to make the Services available to You; or

(d) Your inability to access the Services due to failure of or defects in Our Site etc.

5. **Account setup needed**

In order to purchase any Subscription and enable You to receive any Services, You will first need to setup and then maintain an Account with Us. Our Site will guide You through the process of setting up an Account. Please also note the following in regard to Account setup.

You may not create an Account if You are under 18 years of age.

During the process of setting up an Account, You will be required to choose a password and user name. We recommend that You choose a strong password for Your Account.

You will be asked for additional information regarding Your Account, such as Your e-mail address.

6. **Your privacy and security on each occasion when the Services are accessed**

Where any session that You access is two-way synchronous live stream audio and/or video technology (not a pre-recorded one way transmission), on the occasion You accessing it, it will also be made accessible to all others who have purchased it and choose to access it unless We specify that it is to be made available on that occasion only to You as an individual private session.

Therefore, unless We specify that a particular two way session is only accessible to You, the following will apply to such a session:

- (a) When You sign in to Zoom, You should indicate Your first name only since Your name will be visible to Our other customers taking part;
- (b) You understand and are aware that there is a risk that other customers and other people may see and hear (via the video and/or audio facilities of the Zoom App and Your Device) not only You but also Your space and its surroundings and other people in or near that space and its surroundings when You are participating in the session;
- (c) The space that You use should be free of others and it should be difficult to see or hear via the Zoom App and Your Device any interactions between people who are in or near that space and its surroundings. For example, You might decide to use a private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information.
- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving Our other customers as well as You;
- (f) In any event, it will be Your responsibility to ensure that You have a suitable space to use when participating in any two way session in order to protect Your privacy and that of others in or near that space.

We will not be liable to You for any loss or damage arising from Your failure to comply with the above requirements.

7. **Health and Safety**

You acknowledge and agree that:

- (a) When You purchase a Subscription and before You participate in any session, We advise You to tell Us of any special requirement, problem or condition of which You are aware which might be relevant to You participating in that

session.

- (b) Due to the remote nature of online sessions, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session You fall ill, have an accident or experience any other problem.

8. **Scope of Our Services**

**Services offered:** We offer tuition in provision of suitable housing for supported living providers.

**Your Progress:** Whilst We will use Our reasonable endeavours to ensure that You make satisfactory progress, results will be different for each individual depending on various factors, including, without limitation, number and frequency of sessions, whether they are interactive rather than one way recorded sessions, any preparation or other tasks or work done or activity engaged in by You set or suggested by Us, and Your aptitude.

Satisfactory progress cannot be guaranteed, and We make no warranty or representation that any particular progress or result will be brought about (including, where relevant, passing any examination) as a result of You taking part in or viewing any session(s).

**Attendance:** If You are not available for a session for any reason it is solely Your responsibility to ensure that You make up for that missed session by watching the recording.

**Punctuality:** We expect You to be ready for a session at least 5 minutes before the scheduled start time of the session to ensure that You are ready to start on time.

**Course or other equipment, items materials etc.:** We may make suggestions as to any equipment, textbooks, videos or other materials or items that You should read, view, purchase or otherwise acquire where We think it is necessary or helpful for You to have a copy to use during or outside sessions but We cannot provide such materials or items for You.

**Practise/Homework/Tasks/Assignments:** We may give You at the end of a session an assignment or tasks to carry out, and You should complete them prior to Your next session.

**Our commitment, amount of tuition needed:** We agree to teach You at the agreed times and days. It is not possible to determine at the outset how much tuition You will require.

9. **Your Commitment**

**Preparation for each session:** You should attend each session prepared by completing any assignment, work, tasks set for You at the previous session. Adequate preparation for sessions is more likely to result in satisfactory progress.