

Terms & Conditions

Terms and conditions for Trinity Learning online courses

The following constitute the terms and conditions to which applicants agree when booking any Trinity Learning Limited online courses (Terms and Conditions). Throughout the terms and conditions, the TL stands for Trinity Learning Limited. TL reserves the right to review and update these periodically. Trinity Learning Ltd incorporated and registered in England and Wales with company number 11577738, whose registered office is at 24 Bourne Street, Eastbourne, East Sussex BN21 3ER

1.Registration with TL (creating an account)

When booking onto an online course, we require you to register to create an account and provide us with certain information about yourself. In doing this, you agree to:

- Provide true, accurate, current and complete information about yourself as prompted by the registration form
- Maintain and promptly update the data we hold by contacting Trinity Learning lindaquinn@trinitylearning.co.uk

2. Booking

2.1 For Group Lessons, Individual Lessons and Consultancy services, please contact a member of the team on +44 (0) 800 688 9960. They

will be able to discuss which courses are right for your child and give you more information about our services.

2.2 Guided Reading courses can be booked via the booking forms available on the Trinity Learning website: www.trinitylearning.co.uk

You need to be registered with TL before you can do this, as you will be required to log in or create your account to complete the form.

2.3 When you submit a booking for an online course, your submission represents an offer to TL to book you onto the course you selected. On submission of the online course form, you will receive a summary email of your selection.

2.4 TL will accept your offer by entering your booking into the TL system and sending you an email confirming that you have been booked together with information on starting your learning.

3. Prices and discounts

3.1 Notice of new pricing will be given in advance, but TL reserves the right to change prices listed without notice.

3.2 Early bird discounts (10% off the course fee) may be available on advertised courses. The discount is not available in conjunction with any other offer, and places are subject to availability.

4. Payment

Stripe

Guided Reading lessons can be paid in GBP at the point of booking via Stripe secure online payment process.

We accept credit card (including Visa, MasterCard and American Express) or debit card (including Visa Electron, Delta and Maestro). A receipt will be sent to you by email from Stripe confirming payment. Stripe will receive the information needed to verify and authorise your payment card and process your order. It is under strict legal and contractual obligations not to disclose this information to third parties. Please note that if you do not provide accurate details (including the type of card and number) or if your credit card company does not authorise payment, your application will be deemed void. TL will not accept any liability for costs incurred as a result of applications deemed void in this manner.

Globe Pay

Fees for individual and group lessons can also be paid using WeChat Pay and Alipay through the Globe Pay platform.

4.1 We cannot invoice for fees or accept payment by instalments.

5. Prevailing terms and conditions

Please note that this and all other TL pre-contractual documentation shall not constitute an offer. All services provided by TL are on the basis of these Terms and Conditions, and if you wish to engage any TL services, we shall only provide them if you accept the Terms and Conditions. If you offer to engage TL on your own terms and conditions, then we shall only accept your offer subject to the Terms and Conditions, which shall, if we provide the services you offer to engage, prevail over any other terms and conditions.

6. Ownership and intellectual property rights

All TL materials are owned by TL. All intellectual property rights in all materials available from TL, including the design, graphics and text of all printed materials and the audio of all webinars and podcasts, are owned by TL. No TL content may be copied, reproduced, uploaded,

posted, displayed or linked to in any way, in whole or in part, without the TL's prior permission. Any such use is strictly prohibited and will constitute an infringement of TL's intellectual property rights.

7. Liability

TL does not accept responsibility for anyone acting as a result of the information in, or views expressed on, its courses, including course materials. Opinions expressed are those of individual teachers and not necessarily those of TL. Participants should take professional advice when dealing with specific situations.

8. Technology

We understand that a poor Wi-Fi connection can make lessons difficult and disappointing. TL are not responsible for technical problems from your side. If you encounter a problem, then you should call TL on +44 (0)800 688 immediately, and we will be able to check where the problem lies. See clause 12.4

9. Joining Instructions

Joining instructions for Zoom lessons will be available before the course start date via email. TL will not be held responsible for non-receipt of joining instructions, and refunds will not be issued under such circumstances.

10. Personal data

The personal data you provide when you book the course will be held in accordance with the TL Data Protection policy.

11. Reports

On completion of the course, a personal report will be written by the teacher and emailed to the parents. Translation into Chinese is available. Most reports will be completed within a week but may take up to two in total.

12. Cancellation

12.1 Individual Lessons

Individual lessons are initially booked in a ten-week block, and TL will remind you of the finishing date and how to continue with the lessons. After the ten weeks, most students book lessons for a six-month block, but we are happy to discuss a programme that best suits your needs.

Under the Consumer Protection (Distance Selling) Regulations 2000 ("Distance Selling Regulations") once you have booked individual lessons you have up to 14 days from the purchase date to cancel your booking and receive a full refund provided that the lessons have not yet commenced. After the 14 days, or if the lessons have been accessed, you will not be entitled to any refund, nor will you be able to transfer your lessons to another person or on to another online course.* If you have booked lessons that commence less than 14 days before the start date – you waive the right for a refund and it is at the discretion of Trinity Learning as to whether and monies will be returned. For further details of your rights under the Distance Selling Regulations, you can visit your local Citizens' Advice Bureau or visit the Office of Fair Trading website.

*It is at the discretion of Trinity Learning whether any refund or transfer is possible on the grounds of mitigating circumstances.

If you need to cancel an individual lesson, due to sickness or holiday you must notify TL via email or telephone more than 24 hours before the scheduled lesson. We will do all we can to reschedule the lesson or credit it to your account. If you cancel your lesson less than 24 hours before the scheduled lesson, you will not be entitled to a refund. If you miss more than three lessons in any one booking, then it is at the discretion of Trinity Learning, whether to reschedule or credit the lessons.

12.2 Group Lessons

Group Lessons are normally booked in five or ten-week blocks.

Under the Consumer Protection (Distance Selling) Regulations 2000 (“Distance Selling Regulations”) once you have booked Group Lessons you have up to 14 days from the purchase date to cancel your booking and receive a full refund provided that the lessons have not yet commenced. After the 14 days, or if the lessons have been accessed, you will not be entitled to any refund, nor will you be able to transfer your lessons to another person or on to another online course.* If you have booked lessons that commence less than 14 days before the start date – you waive the right for a refund and it is at the discretion of Trinity Learning as to whether and monies will be returned. For further details of your rights under the Distance Selling Regulations, you can visit your local Citizens’ Advice Bureau or visit the Office of Fair Trading website.

If you are to miss any of the Group Lesson sessions, please let us know in advance so that course materials/ recordings can be sent to you if appropriate. Please note that course materials /recordings are not guaranteed, nor is a refund for the missed lessons possible.

12.3 Guided Reading

Guided Reading sessions are normally between ten and twenty weeks long, dependent on the book selected

Under the Consumer Protection (Distance Selling) Regulations 2000 ("Distance Selling Regulations") once you have booked Guided Reading you have up to 14 days from the purchase date to cancel your booking and receive a full refund provided that the Guided Reading have not yet commenced. After the 14 days, or if the sessions have been accessed, you will not be entitled to any refund, nor will you be able to transfer your lessons to another person or on to another online course.* If you have booked lessons that commence less than 14 days before the start date – you waive the right for a refund and it is at the discretion of Trinity Learning as to whether and monies will be returned. For further details of your rights under the Distance Selling Regulations, you can visit your local Citizens' Advice Bureau or visit the Office of Fair Trading website.

If you are to miss any of the Guided Reading sessions, please let us know in advance so that course materials/ recordings can be sent to you if appropriate. These are normally in the manner of a three day replay link on Zoom. Please note that course materials /recordings are not guaranteed, nor is a refund for the missed lessons possible.

12.4 Technical issues during lessons

All of our tutors have high speed broadband and also a back up dongle in case of Wi-Fi interruption. If there is poor connection and we are responsible (established with diagnostics report) then TL will offer a 100% refund on the individual lesson, session OR reschedule the lesson. If you are unable to attend the rescheduled dates, we will offer you a 100% refund of the fee for the individual lesson only.

12.5 Changes and/or Cancellation by TL

TL reserves the right to alter or cancel an online course up to and including the day of the course in extreme circumstances. If TL has to cancel a course, the following will apply:

- TL will try to reschedule the online course and will inform you of the rescheduled dates
- If TL can't reschedule the course we will, where possible, provide an alternative.
- If you are unable to attend the rescheduled dates, we will offer you a 100% refund of the fee.

13. Non-attendance

If you fail to attend the course you are booked onto without giving prior notice to TL; we will be unable to refund the course fees or offer a transfer. If individual lessons are missed that make up part of a course, full course changes will still apply, and you will not receive a refund. Course material may be available from TL if appropriate. TL's decision in this matter is final.