

## Online Courses Terms & Conditions- Direct 2021/2022

### Online Courses Terms & Conditions- Direct 2021/2022

The following terms and conditions relate to courses sold direct via this website ( [www.classactdramacentre.co.uk](http://www.classactdramacentre.co.uk) ) and includes details about the booking process specific and unique to this site. If you have purchased the same TAEOS course elsewhere i.e. a partner website please refer to their terms and conditions at your point of purchase, which detail their unique point of sale booking and sign up process.

Please read the online terms and conditions carefully before making a booking 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', 61 Bridge Street, Kington, Herefordshire, United Kingdom, HR5 3DJ.

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

#### 1. Educational Requirements

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 general education equivalent to that of GCSE's, which equate to the General Certificate of Secondary Education for academic qualifications taken in the UK aged 16. The minimum age to purchase a course is 16, if you are purchasing courses direct from TAEOS then parental permission will already have been sought at the time of booking. If this is not part of your sign up process then it will be the student's responsibility to inform tutors of their age during their first interaction and provide tutors with written consent from a named parent or legal guardian that they have permission to undertake the course ( see also section 16-16.5 ). There is no upper age limit. Courses do not require a prior level of knowledge about the subject or an associated qualification.

**2. Confirmation & Contracts & Website Booking Direct**

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

2.2 Courses with a set launch date can be pre-paid for in advance.

2.3 Tutors reserve the right to not accept a course booking or purchase order. 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 student 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 with a deferred but agreed future start date. See section 9-9.2

2.4 The contract between a tutor and student begins once full payment is received and a tutor issues a digital link and password for course access. The terms and conditions detailed within this document serve as the terms of that contract and no further document will be issued.

2.5 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. If a student does not disclose their true age at sign up/booking then a tutor cannot accept responsibility for non-disclosure. See section 1- 1.1 & Section 16-16.5 for additional details in respect of youth students.

2.6 Tutors will not accept purchase orders or provisional bookings by telephone.

2.7 Tutors will endeavour to provide students access to their course within three working days. This is dependent on the accuracy of contact information submitted at sign up/booking and office working hours in the UK. Please see section 26 for further details.

2.8 Full payment can be made prior to a completed booking form using this website. If a student's booking is then not accepted by a tutor after its submission then a full refund will be given.

2.9 A student will need to make a booking via the online booking form on this website, whereupon our teaching team may assess the suitability of the course for the student.

## **Online Courses Terms & Conditions- Direct 2021/2022**

2.10 Submission of a booking form via this website indicates the participant agrees to the terms and conditions set out in this document and that they will be charged the appropriate full course fee if the booking is accepted.

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

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

3.2 Tutors are happy to provide a digital certificate of completion 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
- Written and or audio tutor feedback to a series of specific units and tailored coaching.
- 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 a student 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, holding postgraduate and higher degrees within their respective fields and are members of the British Actor's Union Equity.

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

## Online Courses Terms & Conditions- Direct 2021/2022

6.1 All courses are on-demand online courses, which do not have a pre-determined start date, unless the course has a specific launch date and once the launch date has passed that course will also become available for study immediately, once the tutors and student enter into a contract.

6.2 A student and tutor's contract will commence once payment is received. A digital link to the course and a specific password will be emailed to the student either automatically or issued manually by a tutor within 72 hours.

6.3 In order to purchase an online course you must provide complete and accurate student information.

6.4 It is expected that affiliates, authorised users and institutions purchasing courses on behalf of a student, multiple courses for multiple students to accept the financial obligations of a student's contract and for the student to accept the educational obligations. It is expected that affiliates, authorised users and institutions agree to the terms of service on behalf of their students at the time of purchase.

6.5 Students will have access to the courses for a specific period of time dependant upon the total number of units within that course. Those periods are as follows :

Course Size	Units	Access Period	Anticipated completion time.
Long	200-250 Units	6 months	3 months
Medium	150 Units	6 months	2 months
Short	40-60 Units	3 months	1 month

The date beginning from the date the digital link and password are provided. See section 8- 8.2 for extensions.

6.6 Courses are self-paced with no specific timetable for study within the agreed access period, there are no specific dates for deadlines for the submission of an assignment. The student 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 the agreed period. It is estimated that all

## **Online Courses Terms & Conditions- Direct 2021/2022**

online courses will take an anticipated completion time with student's working at a comfortable pace. See table section 6- 6.5.

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

6.8 As the course is self-pacing and to be taken at the student's leisure within the agreed course period, then tutors will not pressurise students with deadlines, email contact or ask students to log into the course to complete units. The student must be self-motivated with their studies.

### **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 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 an agreed period dependent upon the size of the course and unit total. If for any reason a student requires an extension to a course's access, then a student must apply in writing ( email ). 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 course purchases or bookings at certain times of year due to over subscription per tutor and will endeavour to temporarily block a course for immediate access and delay a course to a future

## Online Courses Terms & Conditions- Direct 2021/2022

start date. Tutors will honour all course purchases/bookings prior to this delay being publicly activated. Students who wish to start a course with a delayed start date, will be given the option to pre-pay for a course with an agreed start date. The course access period commences once the digital link and password are released for the course which will be the same date as the future start date. Early bird/early booking discounts can only be used at the time that they are advertised with respects to -pre-payment.

### **10. Paying by Instalments & Course Payment**

10.1 Tutors do not offer the opportunity to pay via instalments at this time. However, you may be offered an instalment agreement via a payment provider such as PayPal who may subject to suitability also offer a credit agreement subject to status or different payment offers which may allow for instalments over a desired period. The agreement will exist between you and the payment provider in respect of your payment obligations and terms.

10.2 Payment via this website can be made via PayPal or via internet bank transfer BACS. If you wish to pay via BACS please request an invoice as your desired form of payment via your booking form. BACS invoices can take up to 48 hours to issue.

### **11. Not for resale**

11.1 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.

### **12. Pricing**

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

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

12.3 No cash alternative is available for students who do not take parts of or complete a course.

12.4 Instalment options if agreed via a payment provider will be expected whether a student completes a course or not.

## Online Courses Terms & Conditions- Direct 2021/2022

12.5 By making payment in full you are accepting the full terms of service and their conditions.

12.6 Early bird or discounted offers are only applicable at the time that they are advertised and can change at any time. Discounts offered direct by TAEOS or by partner websites are not transferrable at any time and are not retroactive. However, if an early bird/early booking discount offer is available on this website at the time that a booking form has been submitted via this website, then tutors will honour the discount.

### **13. Cancellation**

13.1 Courses are provided using the following type of contract- 'supply of digital content'. TAEOS online courses are subject to the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 UK.

13.2 You may cancel the course within 14 days of commencing a contract, providing you have not accessed a course's digital content using the digital link. Cancellation must be received in writing ( email ). Once the 14 day period has expired you will lose your right to cancellation.

13.3 During the first 14 days of receiving your course confirmation and digital link and not accessing your course, you may cancel the course in writing and a partial pro-rata refund will be given, less any applicable fees- commission fees charged to the tutor by the supplier at 25% of the course/license fee.

13.4 Refunds in the above circumstances take 30 days to process.

### **14. Course Content and Prerequisites**

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

14.2 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 and purchase.

## Online Courses Terms & Conditions- Direct 2021/2022

14.3 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.

14.4 Students are required to disclose medical and special educational needs that they feel may impact their ability to participate fully in the course, at the time of booking, whereupon it will be the student's/ student's fiduciary/ purchaser's responsibility to make sure a tutor is fully informed. 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 a student's concerns but can only do so if they are kept fully informed and such needs are disclosed at the beginning of a course. Tutors cannot be held responsible for undisclosed conditions that affect a student's ability to participate and any refund during cancellation periods would be at the tutor's discretion and dealt with on a case-by-case basis. If a student requires further information before purchasing a course in respect of their specific educational needs we would advise that the student or the student's fiduciary contacts us at [info@actorsedgeonline.com](mailto:info@actorsedgeonline.com)

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

15.1 Tutors will not be liable or responsible for any failure to provide course access, or delay access, or any of their obligations under a Contract that are caused by events outside of their reasonable control (Force Majeure Event).

15.2 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.

15.3 Tutor's obligations under any contract are 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.



**16. Course Copyright, Tutor Copyright, Student's Copyright & Resource Copyright for Educational Purposes**

16.1 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.

16.2 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.

16.3 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.

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

16.5 There is an optional choice for students to upload video footage in most courses. This option is not compulsory and alternatives are always given, however the option to do so will be provided to all students including youth students aged 16 & 17. By submitting video footage a student is giving their permission for a tutor to view their submission. It is accepted that parents and legal guardians have provided this permission by giving their consent for a youth student to take part in a course in the first instance. However it is expected that parents and legal guardians of students under the age of 18 agree to liaise with students throughout the course in respect of video footage permission and submissions. Video footage is to be processed and used for course purposes only and is for the course tutor's viewing only. The student retains the copyright of their video. Tutors will make all reasonable attempts to protect a student's video submission where they have full control over this data, but cannot guarantee how a video may be used in the unlikely event of illegal hacks of course software where it is stored, over which tutors possess no control. Tutors agree to protect any student video footage in accordance with GDPR polices ( UK law ) 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.

## Online Courses Terms & Conditions- Direct 2021/2022

16.6 Downloadable course scripts and downloadable course files are royalty free, however they are provided to the student as part of the tutor's service who will grant a time-limited license for downloadable resources and downloadable scripts on the express condition that tutors retain all copyright over the content. Permission is not granted to edit, copy or alter the content in anyway unless with express written permission from your tutor. Such materials can only be used in conjunction with the course and are not to be sold, reproduced or used in any other activities other than for the purposes and completion of a specific course where they feature as content.

16.7 Tutors are permitted to use a portion of copyrighted materials as a resource for educational purposes. The following outlines exceptions and permissions with UK and USA copyright law.

UK allowances -Tutors use of video clips and text quotations that are not their own, is subject to fair use within UK copyright law; commonly referred to as fair dealing, or free use and fair practice and is covered by an exception to British copyright law, fair dealing is governed by Sections 29 and 30 of the Copyright, Designs and Patents Act 1988, which outlines instances where fair dealing is legitimate

- If the use is for the purposes of research or private study;
- If it is used for the purposes of criticism, review or quotation

In addition 'Exceptions to Copyright for Education and Teaching' : The source of the work must also be acknowledged and is allowed if

- The work is copied by the student or individual providing the instruction
- The source of the examination or instruction material is acknowledged

USA allowances- Under section 107 of the copyright act 1976 allowance is made for fair use for purposes such as criticism, comment, news reporting, scholarship and research. Fair use is a use permitted by copyright statute that might otherwise be infringing.

## **17. Confidentiality**

17.1 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, 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.

17.2 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.

## **18. Changes**

18.1 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.

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

18.3 The description of the online course will be set out on the course website or via course outline documents that will be emailed upon request.

## **19. Technical Specifications and Support**

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

19.2 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

## Online Courses Terms & Conditions- Direct 2021/2022

your hardware system, software or settings our support team may provide assistance at their discretion but cannot guarantee that such assistance will resolve your issue.

19.3 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.

19.4 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 course website/course portals for the purpose of scheduled or emergency maintenance, repairs or upgrades to improve the performance or functioning of a course website/course portal.

19.5 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.

19.6 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.

## **20. Access**

20.1 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.

20.2 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.

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

20.4 Tutors reserve the right to monitor IP addresses or request that IP addresses are monitored that are used to access a 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.

## **21. Suitability**

21.1 Tutors expect the student to take reasonable care to verify that the online course that has been purchased by them or on their behalf is suitable for the student's needs and that they have reasonable expectations. Tutors will consider submitted booking form information and review the student's expectations in relation to the course.

21.2 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.

21.3 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 that their equipment providing access is compatible at the time of purchase.

## **22. Participation**

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

## **23. Termination**

23.1 Tutors reserve the right to terminate the contract immediately without liability if a student causes 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, agents,

## Online Courses Terms & Conditions- Direct 2021/2022

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, affiliates, authorised users or institutions purchasing courses on a student's behalf to refund any course or license fee or to continue to supply any online course access.

### **24. Data Protection & GDPR**

24.1 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.

24.2 Tutors agree to follow 'The Actor's Edge Online Series ' GDPR policy.

### **25. Health & Safety**

25.1 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.

### **26. Hours of service**

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

[www.actoredgeonline.com](http://www.actoredgeonline.com)

info@actoredgeonline.com