

Terms and Conditions for PARS Online Training

1. About Us

Common Threads Publications Limited owns and operates the PARS model of playwork practice and PARS training www.commonthreads.org.uk. Common Threads Publications Limited is a company registered in England and Wales under company number 4500413 and whose registered office is at Office 2, The Sackhouse, Jicklings Yard, Wells-next-Sea, Norfolk, UK NR23 1AU (**"We", "Us" "Our"**). These Terms and Conditions confirm the basis on which we supply PARS Online Training ("The Programme") to you, the person/organisation purchasing the Programme (**"You" "Your"**). Please read these Terms and Conditions carefully. By placing your order you are agreeing to be bound by these Terms and Conditions. Should you not wish to be bound by these Terms and Conditions then you should not proceed with any order of the Programme.

2. Our Obligations

2.1 The Programme is designed to provide you with information, materials and skills to enable you to use the PARS model of playwork practice. It is not a substitution for specialist advice or operational guidance specifically relating to your setting, such as regulatory standards, legislation, insurance requirements or other local or national regulations.

2.2 When we deliver the Programme we will do it with reasonable care and skill. We reserve the right to amend, revise or make changes to the Programme or cancel, amend, change or reschedule any part as is reasonably required by us. Where changes or amendments are made, we shall ensure that the Programme still matches the description provided to you at the time of your purchase, except that we shall not be prevented from making any beneficial changes to the Programme which mean that the original description is enhanced.

2.3 Upon acceptance of your contractual offer to provide the Programme, we will confirm which PARS Licensed Trainer will deliver your Programme. Should this PARS Licensed Trainer become unavailable for any/all of the dates we reserve the right to substitute the named Trainer with another PARS Licensed Trainer as per the original dates. We will also consider re-scheduling the Programme to include the original named Trainer wherever possible.

2.4 Any information, support, materials or guidance we provide as part of the Programme are intended for a group audience and should not be relied upon as information personal to you or to your professional or personal situation, unless

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we expressly advise otherwise, and do not constitute legal, regulatory, medical or financial advice.

2.5 The Programme is designed to be accessed online only and no alternative will be provided. We shall not be liable for any lack of accessibility to the Programme or our systems or processes which is caused due to routine or unexpected maintenance.

2.6 In delivering the Programme, we may engage the services of our employees, contractors and other third-party providers as we deem necessary.

3. Confidentiality and intellectual property

3.1 The protection of confidentiality is very important to us and therefore, when you disclose Confidential Information to us, we agree not to communicate or disclose it, make it available to others, or use it for our own purposes without your consent or as provided for in this Agreement.

3.2 Our obligations shall not apply where it is necessary for us to disclose in connection with legal proceedings, prospective legal proceedings (whether or not in relation to this Agreement), to allow us to obtain legal advice, where we have been directed to do so by a court or other body of equivalent jurisdiction or where it is necessary because we reasonably believe you are at risk of danger to yourself or others.

3.3 For the purposes of this Agreement, Confidential Information shall mean ideas, know-how, business practices, customer/client details, personal data, materials, training and consultancy tools, business models, the PARS model, content, data, software, documents, resources, video and audio recordings, presentations, downloads, podcasts, workbooks, methods, concepts and techniques, systems, plans, trade secrets, and other confidential and/or proprietary information ("**Confidential Information**"). It excludes any information that was already known to us before you provided it, or where it was already in the public domain.

3.4 As part of the Programme we may provide you with the PARS model, materials, information, tools, videos, resources, data and other content ("**Content**"). We may also provide you with access to our business resources, training methods and tools ("**Systems**"). We take the protection of our Intellectual Property Rights in relation to our Content and Systems very seriously. Nothing within this Agreement constitutes a transfer of any intellectual property or grant of a licence or any right to use unless expressly set out in this Agreement or where we have provided our prior written consent. You agree and

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accept that all Content and Systems remain our confidential and proprietary intellectual property and belong solely and exclusively to us.

3.5 As part of your purchase of the Programme, we will grant to you a personal, limited, non-transferable, non-exclusive, revocable licence ("**Licence**") to access, view and use our Content and Systems provided as part of the Programme solely for your private and personal use and for the purposes intended by these Terms and Conditions. All other uses are strictly prohibited. Our Content and Systems, Confidential Information and intellectual property can only be used by you in connection with your use of the Programme and should not be copied, modified, reproduced, shared, published, disclosed, or used for any reason, whether for commercial gain or not.

3.6 Only PARS Licensed Trainers are legally permitted to use our Content and Systems, Confidential Information and intellectual property. If you would like to share the PARS model or any of the Programme with others (including colleagues in your setting), you undertake to contact us about becoming a PARS Licensed Trainer – pars@commonthreads.org.uk.

3.7 Where we disclose Confidential Information to you, you agree that the Confidential Information belongs solely and exclusively to us, and that you will not:

- **3.7.1** disclose, communicate, reproduce or distribute it, or use it for your own benefit, whether personally or commercially, and whether directly or indirectly;
- **3.7.2** use it for any purposes which are unlawful, would cause harm or distress to another person, or would cause damage to our business or reputation.

3.8 Where any Content contains intellectual property belonging to a third party, its use will be subject to that third party's terms and you shall be responsible for seeking consent to use it from that third party. Nothing contained within this Agreement shall be construed as any form of implied or expressed licence or other form of use of that party's intellectual property and we shall not be liable to you in respect of your use or attempted use of any Content that contains material belonging to a third party.

3.9 We record all online Programmes (including events, seminars, conferences and meetings) for our own quality assurance and marketing purposes. By purchasing the Programme, you consent to recordings which may include your image and verbal contributions to be used and shared for quality assurance and marketing purposes. This may include, but is not limited to, external quality assurance reviews, internal training and development processes, promotional and training videos, social media posts, digital marketing methods. If you do not

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agree to recordings being used in this way, you undertake to contact us about this before purchasing the Programme.

3.10 Participation in the Programme does not guarantee that a recording of the Programme or any/all of its sessions will be made available to you at any point. We do not guarantee that recordings will be made available and a recording is not included in the Programme fee. Recordings may be made available (for free or at an additional cost) at our discretion at any point after the conclusion of the Programme. Where recordings are made available, there is no guarantee as to the time frame in which they may be made available. If your purchase of the Programme is dependent on receiving a recording of the Programme, then you undertake to contact us before purchasing the Programme to establish whether a recording will be made available to you or not.

4. Your obligations

4.1 Your purchase of the Programme is a contractual offer made by you that we may choose to accept. Our decision to accept your offer will be dependent on a number of circumstances including but not limited to you accepting and electronically signing these Terms and Conditions. You will be required to do this prior to us granting access to course materials.

4.2 Our email acknowledgment is not our acceptance of your order. Our acceptance is indicated when we send your access to course materials and a binding agreement between us will be formed. If your order is not accepted, we will notify you by email and provide a full refund. When you purchase any of our Services, including the Programme, you are agreeing that you are over 18, that you are legally capable of entering into a legally binding contract, and that all information you provide to us is true and accurate.

4.3 If you are purchasing the Programme on behalf of others (for example, staff in your setting), you agree to share these terms and conditions with all those who will participate in the Programme. You will ensure that they agree to these terms and conditions and send a record of this agreement to us prior to the commencement of the Programme.

4.4 Your purchase and access to the Programme is personal to you. On this basis you accept and agree that you will not share or disclose your access to the Programme, or your password to any private area, with any third party, or sell, license or otherwise assign your rights in relation to this Programme.

4.5 As part of your participation in the Programme, you may decide to review and/or change your practice when working with children. You accept that

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any such reviews, subsequent decisions, implementation and actions will be your sole responsibility and must be within local and national regulatory and legal requirements. You also accept that we shall not be liable for any outcome of your decisions about how to apply the PARS model of playwork practice, both now and anytime thereafter.

4.6 You accept and agree that all communication between us will be via electronic means unless explicitly agreed otherwise. We shall contact you using the email address that you provide to us and it shall be your responsibility to contact us if that changes. You can contact us using the details set out below.

4.7 You are responsible for checking the time at which the Programme will be provided and for ensuring that you have taken any time zone changes (including Daylight Saving) into account.

4.8 Before purchasing the Programme, you undertake to ensure that it will be accessible via your own particular hardware or software.

4.9 When you purchase the Programme you agree and undertake that from the date of this Agreement that you SHALL NOT (save as provided for in this Agreement):

- **4.9.1** copy, reproduce, sell, licence, share or distribute any of our Content or Systems, whether during the period of provision of the Programme, or at any time thereafter;
- **4.9.2** record any webinars, online or in-person events, videos, Sessions or any Content or Systems;
- **4.9.3** infringe any of our copyrights, patents, trademarks, trade secrets or other intellectual property rights or any such rights belonging to a Programme Participant.

5. Payment Terms

5.1 The Fee shall be paid by you in GBP. Any bank transfer charges and/or other charges related to paying The Fee to us in GBP will also be met by you.

5.2 The Fee is based upon our knowledge and experience and the time, effort and availability of the Programme and is not based on your actual usage and/or level of attendance. You shall not be entitled to any form of credit to or deduction from the Fee for any non-attendance or lack of usage of the Programme on your part. Any requests for credit or refunds (in whole or in part) will only be considered in exceptional circumstances at the sole discretion of Common Threads.

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5.3 You are responsible for making payment of the Fee in full and on time. Where you do not comply with this obligation, then without prejudice to any other right or remedy that we may be entitled to;

- **5.3.1** withhold delivery of the Programme until payment has been made in respect of the outstanding amount; and
- **5.3.2** interest shall accrue and be added to your account on a daily basis as from the date payment is due until full payment (including accrued interest) is received by us. Interest will be calculated on the outstanding Fee at a rate of 8% over the Bank of England's base rate from time to time; and
- **5.3.3** a fixed administration fee of £100.00 may be added to your account.
- **5.3.4** In the event your account is beyond 30 days overdue then we shall be entitled to instruct a collection or legal agent to seek recovery of the Fee along with interest and any accrued costs incurred and any other such payments as to be legally entitled.

6. Termination of this agreement

6.1 We shall be entitled to limit the Programme or suspend, and/or terminate our agreement with you with immediate effect and without refund of any Fee, whether paid or remaining due and payable, if we reasonably determine that you have:

- **6.1.1** committed a material breach of any of your obligations under these Terms and Conditions; or
- **6.1.2** failed to provide payment of any sum due to us as and when it becomes due; or
- **6.1.3** become subject to a bankruptcy or similar financial order or proceedings affecting you or your business; or
- **6.1.4** acted or behaved dishonestly, fraudulently, or in a way which we reasonably consider may have a detrimental effect on our business, reputation or the Programme; or
- **6.1.5** failed to positively engage with the Programme or impaired the delivery of the Programme; or acted in a way which is abusive or is intended to cause offence.

6.2 In the event of your breach of your obligations relating to our Intellectual Property (see "Confidentiality and Intellectual Property") then:

- **6.2.1** you shall immediately cease and desist the illegal use of our Intellectual Property upon receipt of such notice from us;

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- **6.2.2** you agree and accept that damages, loss, or irreparable harm may arise for us due to your illegal use of our Intellectual Property and, in such circumstances, we shall be entitled to seek relief, including injunctive relief against you;
- **6.2.3** You shall indemnify and keep us fully indemnified for all such damages and losses sustained as a consequence of your breach of clause 3.

6.3 Upon termination of this arrangement for any reason:

- **6.3.1** all clauses which either expressly or by their nature relate to the period after the delivery of the Programme or expiry or termination of the same shall remain in full force and effect; and you will no longer have any access to any Content, unless we have expressly agreed in writing otherwise; and your access to all Services, and any other online resources, will be removed, unless expressly agreed otherwise. We will not be liable to you for any claims relating to the removal of that access;
- **6.3.2** any Fee or other monies owed by you to us will become immediately due and payable;
- **6.3.3** you shall cease to use, either directly or indirectly any Content, Systems or Confidential Information received as part of the Programme, and shall immediately return to us or destroy any documents, materials or resources in your possession or control which contain a record of any Confidential information.

7. Your Personal Data and how we use it

7.1 Personal data for the purposes of these Terms and Conditions means any information which is capable of identifying another individual, as further defined within the General Data Protection Regulation 2016/679 ("**GDPR**").

7.2 Any Personal Data you provide to us will be maintained, stored, accessed and processed in accordance with recognised data protection laws and legislation including the GDPR. For full details of how we process, use, collect and store your Personal Data please refer to our privacy notice which can be found at: <https://commonthreads.org.uk/index.php/privacy-policy-2/>

7.3 As part of the delivery of the Programme your image may be recorded in photographs, images or screenshots by us or other Programme Participants and shared on social media. By purchasing our Services and agreeing to the terms of this Agreement you are providing your consent for your image to be used. Should you wish to revoke your consent you can do so by emailing info@commonthreads.org.uk .

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7.4 We may ask you to provide us with a testimonial, review or similar ("**Review**") to use for advertising and marketing purposes. If you choose to do this, you consent for us to exhibit, copy, publish, distribute, use on our website or any of our pages, our social media sites or in our advertising and marketing campaigns or email communications, your Review or part of your Review, as we reasonably require to lawfully promote our business. You can revoke or amend your consent at any time by emailing us at info@commonthreads.org.uk.

8. Liability

8.1 Your purchase of the Programme and compliance with these Terms and Conditions does not constitute or imply any relationship other than as set out within this Agreement.

8.2 We shall not be liable (whether caused by us, our agents, employees or otherwise) to you for:

- **8.2.1** any indirect, consequential or special damages, losses or costs;
- **8.2.2** any failure to deliver the Programme where we are prevented due to a reason beyond our reasonable control; or
- **8.2.3** any losses arising from your choice of Programme requested or your use of the Programme once delivered.

8.3 In the event you incur damages as a result of our failure to exercise reasonable skill and care, our default or breach of these Terms and Conditions, our entire liability is limited to the amount of the Course Fee paid by you as at the time the loss is sustained. You agree and acknowledge that this is fair and reasonable given the nature of these Terms and Conditions and the provision of the Programme.

8.4 We shall not be liable where we have informed you of a problem with the Programme and provided you with a free update to resolve any problem and you have failed to apply the update, or where any damage is caused due to your failure to follow any instructions or guidance we provide.

8.5 Nothing in these Terms and Conditions shall limit or exclude our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.

8.6 During the term of the Programme and at any time thereafter, you agree to take no action which is intended, or would reasonably be expected, to harm us, our agents, employees, contractors, or Clients, or its or their reputation or

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which would reasonably be expected to lead to unwanted or unfavourable publicity to us, our agents, employees, contractors, or Clients.

8.7 In the event a dispute arises in connection with the provision of the Programme which is incapable of being resolved by mutual consent then we both agree to submit the matter for mediation by an independent mediator. In the event a resolution is still not possible following mediation then either Party shall be at liberty to commence legal action.

8.8 This Agreement is formed in the United Kingdom and this Agreement and the rights of the parties to this Agreement shall be governed by the laws of England and Wales. The Parties to this Agreement submit to the exclusive jurisdiction of the Courts of England and Wales and the laws from time to time in force.

8.9 You agree that no other representations have been made by us to induce you into purchasing the Programme and no modification or variation to these Terms and Conditions shall be effective unless in writing and signed by us both.

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