

## Terms and Conditions

### 1. WHO WE ARE

We are Play Included C.I.C. ("**Play Included**" or "**we**" or "**us**" or "**our**") and we specialise in training, courses and resources for professionals and parents in how to use LEGO® bricks to support young people's social and emotional development, including through the Brick-by-Brick® programme. We are a community interest company registered in England under company number 11429775. Our registered address is the Officers' Mess Business Centre Royston Road, Duxford, Cambridge, England, CB22 4QH. Our contact details are: [hello@playincluded.com](mailto:hello@playincluded.com). If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us.

### 2. THESE TERMS

**2.1 What these terms and conditions cover.** These are the terms and conditions that shall apply to the booking of our Brick-by-Brick® programme training courses, or such courses as run by us from time to time ("**Course**") by the person or organisation set out in the online account at our website and / or on the online order form ("**you**"). The order form for each Course available on our website ("**Registration Form**") and these terms, together with the documents referred to in the ("**Terms**") (defined below) together form the contract ("**Contract**") between you and us for your attendance on the Course (once selected and confirmed following the "**Order Process**" as detailed in clause 3.1 below) and the Contract applies to the exclusion of any terms which you may seek to impose. If you think that there is a mistake in these Terms, then please contact us.

**2.2 Application of these Terms.** These Terms apply to Courses that you pay for when you submit a Registration Form to us, or otherwise pay in advance of receiving access to the Course, the Course Materials or the Brick Club Materials (as defined below), or where you are participating in a pilot project for the delivery of the Brick-by-Brick® programme. If these circumstances do not apply to you, other terms may be applicable. Please consult our website for full details regarding which terms may apply to you.

**2.3 Why you should read these Terms.** We strongly recommend you carefully read and print a copy of these terms and conditions before you apply for a Course. These Terms govern the contract between you and us (and, specifically, in relation to your access to the Course and Course Materials). They tell you who we are, how we provide the Course, how you and we may change or end the Course or Contract, what to do if there is a problem and other important information. The contract between you and us is enforceable once we have notified you that your application to attend a Course has been successful following the Order Process (as set out below).

**2.4 Your agreement to the Terms.** By ordering a Course via our website, or accessing the Course or any data (including, but not limited to, training material, examinations, documents, graphics, animations, text, images, audio files, video and interactive content) provided to you in advance of or during the Course (collectively the "**Course Materials**"), you will need to tick the box marked: "*By ticking below, I confirm that I have read and accept: Booking terms and conditions...*". By clicking this button and submitting your Registration Form, you confirm that you have read, accept and agree to be bound by the Terms and the Schedules contained therein and any other supplemental terms and policies we may, from time to time, refer to. If you do not agree with any of the Terms, you should not complete and submit a Registration Form, and should notify us of your disagreement immediately. You represent that you are of a legal age in your jurisdiction to form a binding contract, but in any event at least eighteen (18) years old.

**2.5 Changes to the Terms.** We may amend or change the Terms at any time to reflect changes to our business or changes in the law. It is your responsibility to review these Terms each time you purchase a Course. The modified Terms will be posted here [www.playincluded.com/terms-and-conditions](http://www.playincluded.com/terms-and-conditions) and will be effective ten (10) days after posting, and your continued attendance on the Course, or use of any Course Materials (including, without limitation, after the Course has concluded), or any part thereof, thereafter shall constitute your acceptance of such changes. Please check the above webpage regularly for any changes to these Terms.

### 3. YOUR BOOKING

**3.1 Order Process.** In order to participate in the Course and / or access the Course and Course Materials, you must apply using the Registration Form. Submitting a Registration Form does not guarantee participation in a Course and the approval and / or acceptance of your Registration Form is subject to certain pre-requirements, such as completing a test or meeting certain acceptance criteria, as may be determined by us from time to time.

**3.2 Prerequisites and behavioural expectations.** Specific pre-requirements that must be in place for the approval and / or acceptance of your Registration Form, and for the duration of your Course, shall include (without limitation) compliance with our safeguarding policy, social media policy and code of conduct (as available on our website, as updated from time to time), confirmation that your delivery of the Brick-by-Brick® programme shall only take place within Recognised Premises (as defined at clause 10.5 below) with its own safeguarding and complaints procedures, compliance with various policies of the Lego Foundation, including (without limitation) the Child Protection Policy, and any additional requirements specified or referred to on our website and / or at checkout for a Course at our website (collectively the “**Prerequisites**”). When you submit a Registration Form you must tick the appropriate box to state that you agree that you fulfil all the necessary Prerequisites for the Course. Further information on the Prerequisites can be found at Schedule 1. Play Included reserves the right to change, and / or waive, any Prerequisites for any Course, at any time and at its sole and absolute discretion.

**3.3 Acceptance of your booking.** All Courses are subject to availability. We reserve the absolute right to refuse, cancel or change Courses and / or any order for a place on a Course, including (without limitation) if we know or have reason to believe (in our sole opinion) that any information you submitted is incorrect or changes before, during or after the Course(s) you booked, or you failed to notify us of any changes to or inaccuracies in any information you submitted within a timeframe we (in our sole opinion) deem appropriate. This shall include any failure to comply with or meet the standards of the Prerequisites. Your order is not confirmed until we have confirmed acceptance of your order by email. The legally binding Contract shall come into existence once you have received a confirmation of your order via an approval email, which is sent after full payment by you, or in the case of those involved with a pilot project following our acceptance of your participation on the Course (“**Confirmation Email**”). You may participate in a Course only if and when you have received a Confirmation Email.

**3.4 You are responsible for checking your booking details.** It is your responsibility to check carefully your details on your online account at our website, which will be those that appear on any Order prior to submission (“**Details**”). You must keep your Details up to date, correct and accurate. The Confirmation Email is issued based on the Details. You must immediately and without delay notify us: a) via the Portal (defined below) if any of your Details and / or any of the information you submitted (other than your email address) changes or is no longer correct and / or accurate; or, b) via email to the email address [hello@playincluded.com](mailto:hello@playincluded.com) where your email address changes or is no longer correct and / or accurate. If you need to cancel or change your Details and / or any of the information you submitted at any point after receipt of your Confirmation Email, you may have to pay amendment or cancellation costs, which may be as much as the total cost of the application for the Course. Such amendment or cancellation costs shall also be applicable to those undertaking the Course as part of a pilot project.

**3.5 Changes to our offering.** We may adapt, alter, remove and / or replace our available Courses from time to time. It is your responsibility to check our website for full details of the Courses that are available, their cost and any other details for those Courses. Your rights in clause 7 shall apply if we make any changes to a Course after you have received a Confirmation Email.

## **4. THE COURSE**

**4.1 Course details.** Course details are available on our website and may be updated by us from time to time. It is your responsibility to check the Course details. You will not be entitled to receive, and we will not be responsible for providing, any additional services to you that are not included in the Course details.

**4.2 Course type.** We offer two types of Course: 1) an online course (“**Online**”); and, 2) a “face-to-face” in-person training session (“**In Person**”). You are responsible for selecting and submitting a Registration Form for the correct type of Course for you, except in the case of those participating in a pilot project where we will provide you with direct access to an Online Course in accordance with clause 4.3 below. The type of Course will be as set out in the Registration Form and the Confirmation Email.

We are not responsible or liable to you if you cannot access a Course or any Course Materials due to your technical or IT limitations.

**4.3 Online Course.** Upon receipt of the Confirmation Email for an Online Course, you will be granted access to the Course Materials for that Course via a hyperlink in an email and via our online portal at our website, located at <https://playincluded.com/> ("**Portal**"). All Course Materials for the Online Course are accessible and available only online via our website.

**4.4 In Person Course.** Upon receipt of the Confirmation Email for an In Person Course, you will be sent the details of a face-to-face session with our trainers ("**Session**"),. The date, time and duration of the Session ("**Confirmed Session**"), and the trainer presenting the Session ("**Trainer**") shall be as selected by you on the Registration Form and as confirmed in the Confirmation Email. We reserve the right to change or swap the Trainer for the Course at any time, for any reason, without notice to you.

**4.5. In Person Course via a Licensed Trainer.** In Person Courses can be delivered by Play Included C.I.C. or an individual or organisation licensed by Play Included to deliver the Courses ("**Licensed Trainer**"). The organisation and person delivering your course is indicated when you book.

**4.6. Licensed Trainers.** Where the Course is delivered by a Licensed Trainer their organisation has it's own set of payment terms and conditions, which shall apply when you make a payment to the Licensed Trainer. The Licensed Trainer's payment terms and conditions will be sent to you in the confirmation email when you book a Course delivered by a Licensed Trainer. For the avoidance of doubt, it is your responsibility to check and satisfy yourself that you are happy with the Licensed Trainer's terms and conditions and should you have any questions in relation to the same, you must liaise directly with the Licensed Trainer.

**4.7 Rescheduling and Transferring.** We may, at our sole discretion, allow you to reschedule the date of the Course you have booked through the Registration Form ("**Registered Course**") to another available Course date via "My Profile" on our Portal (or such other element of our Portal as we may solely elect), provided always that you make such rescheduling no less than four (4) calendar weeks before the scheduled date of the Registered Course. Failure to reschedule sufficiently in advance of the scheduled date of the Registered Course in accordance with this clause, may result in you not being able to reschedule the Registered Course.

**4.8 Course tests.** The Course may include a test designed to assess your understanding of the principles you have learned and training you have been given as part of any Course ("**Test**"). You are required to complete to our satisfactory standard ("**Pass**") any Test which is included in a Course. If you fail to Pass any Test(s), you shall not complete the corresponding Course(s). We may elect, at our sole discretion, to allow you to re-sit any Test(s) you have failed to Pass. When you Pass a Test, you are provided with a certificate for that Course ("**Certificate**").

**4.9 Completing a Course.** You will complete a Course when you have attended all elements of a Course and Sessions (as applicable), and received a Certificate in respect of the requisite Tests for a Course ("**Course Completion**").

**4.10 Brick Club Materials.** Upon your Course Completion, you will be granted access via the Portal to various additional texts, documents and other materials (including, but not limited to, training material, examinations, documents, graphics, animations, text, images, audio files, video and interactive content) (collectively, "**Brick Club Materials**"). We reserve the right to disable your access to the Brick Club Materials and / or require you to promptly return all Brick Club Materials to us at any time and for any reason. We may update the Brick Club Materials, from time to time, at our sole discretion, without notice to you ("**Updates**"). You must have an active, valid and fully-paid up Membership (as defined below) to access, use and obtain a continued licence to the Brick Club Materials and our intellectual property in the same, as set out clause 10.

**4.11 Use of the Certificate.** You may only use a Certificate to demonstrate your Course Completion and in connection with continuing professional development (CPD).

**4.12 Your responsibility to engage in the Course.** You are responsible to ensure that any work required by a Course is completed in the timescales required as advised by us, including (without limitation) the Test. Failure to complete such work in accordance with our instructions may mean that you are not permitted to complete the Course. We will not refund any element of the Fees (defined

below) in this situation. Your Certificate will be delivered in electronic form only, via email, to the email address you provide in your Details. It is your responsibility to monitor and check your email address (including any spam or junk folders or equivalent) for the Certificate. If your Certificate fails to arrive by the scheduled date for delivery or at all, please contact us without delay via email at [hello@playincluded.com](mailto:hello@playincluded.com) so that we can arrange for the re-delivery of your Certificate. If you do not notify us as above, or delay such notification, there may be delays in arranging the re-delivery of your Certificate. If you cannot complete or Pass your Test due to exceptional circumstances, please notify your Trainer immediately. Where you have purchased an Online Course, you may take any Test(s) provided to you at any point throughout the Course, but you are required to Pass and obtain a Certificate for any such Test(s) prior to Course Completion.

**4.13 Our right to refuse entry or remove participants from a Course.** We operate a zero-tolerance policy in relation to inappropriate behaviour of delegates / participants. In particular, abusive or violent behaviour directed at our staff, instructors or other students and / or participants and unfair or dishonest practices, including but not limited to, cheating, bullying, libel, or defamation will not be tolerated under any circumstances. We may, at our reasonable discretion, and without liability or an obligation to refund Fees (defined below), refuse to accept for a Course or refuse to admit into a Course a delegate / participant for a Course, and we may remove from a Course any delegate / participant whose participation in any Course would, in our reasonable opinion, be undesirable or whose behaviour we reasonably consider is or may be in breach of these Terms.

**4.14 Authorisation to use audio / visual images of you.** By attending a Course, you agree that we may use, reproduce, and / or publish in any way whatsoever (without any payment being due to you) any photographs and / or video / audio that may pertain to you (including your image, likeness and / or voice) (collectively, "**Marketing Materials**"), and that we may licence others to do the same. Marketing Materials may be used (without limitation) in various publications, releases, marketing material, broadcast material, on the website or for other related endeavours. We will also ask you to sign a consent form ("**Consent Form**"), before the commencement of any workshops or events we hold or run, in respect of Marketing Materials we may gather during the course of said workshop or event. If you do not wish to be photographed or recorded, please notify your Trainer and our staff prior to commencing the Course, notify our staff at any workshop or event and do not sign any Consent Form.

## **5. FEES AND PAYMENT**

**5.1 Fees.** You shall pay the fees for the Course as specified on our website or Registration Form unless a different price has been agreed by us in writing ("**Fees**"), or where you are undertaking an Online Course as part of a pilot project for the Brick-by-Brick® programme where your Course shall be provided free of charge. We may charge an additional fee where you reschedule any part of a Course, including (but not limited to) rescheduling or booking onto a Course in an alternate location to the location of the original Course booking (as set out on the Registration Form).

**5.2 Payment of Fees Online.** When you submit a Registration Form for an Online Course, you must pay the Fees for the Course. Please be aware that any failure to pay the Fees will result in you not being able to participate in the Online Course. For the avoidance of doubt, this clause 5.2 shall not apply to those undertaking an Online Course as part of a pilot project for the Brick-by-Brick® programme.

**5.3 Payment of Fees In Person Course delivered by Play Included.** When you submit a Registration Form for an In Person Course delivered by Play Included C.I.C. and not a Licensed Trainer, you must pay the Fees for the Course. Please be aware that any failure to pay the Fees will result in you not being able to book onto the In Person Course.

**5.4 Payment of fees In Person Course delivered by a Licensed trainer:** When you submit a Registration Form for an In Person Course delivered by a Licensed Trainer you will be sent an invoice for the course fee by the Licensed Trainer and payment will be due according to their payment terms and conditions.

**5.3 VAT.** Fees, VAT and other applicable taxes are as advertised on the booking form. If the rate of VAT changes between your application date and the date we provide the Course, we will adjust the rate of VAT that you pay, unless you have already paid for the Course in full before the change in the rate of VAT takes effect.

**5.4 Some Fees are non-refundable.** We need to protect the time and cost we have invested into creating and providing our courses and the materials for the same. Subject to clauses 7.1 and 7.2: a) any fees paid by you in connection with an Online Course are not refundable; and, b) for In Person Courses, any fees paid by you in connection with a Session(s) are not refundable, and cancellation of said Session(s) does not entitle you to a refund.

## 6. MEMBERSHIP

**6.1 Initial Membership.** When you book your first Course with us (and pay the appropriate Fees for that Course) ("**Membership Date**") we grant you a royalty-free, non-sublicensable, non-transferable, limited licence in the UK only, for one (1) calendar year from the date of your Registration Form for the first Course you book with us ("**Initial Term**"), to use and access our Portal for the purpose of receiving and participating in the Course, accessing Brick Club Materials (see clause 4.10) and delivering the Brick-by-Brick® programme ("**Membership**").

**6.2 Membership Renewals.** After your Initial Term, your Membership will automatically terminate and you will lose access to the Portal, resources (Course Materials & Brick Club Materials) and all other membership benefits unless you sign-up and agree to renew your Membership [on the Portal], paying the appropriate fees as set out below in clause 6.3 ("**Sign-up**"). After Sign-up, your Membership will renew annually thereafter on the anniversary of the Membership Date, for one (1) year periods (each renewal term being a "**Renewal Term**") unless you cancel your Membership in the membership area on the Portal no less than fourteen (14) days before the end of the Renewal Term. Please note that your ability to deliver the Brick-by-Brick® programme and access to the Course Materials and Brick Club Materials is dependent on you having an active Membership. Termination of your Membership, for whatever reason, will result in a cessation of your rights to use the Course Materials and Brick Club Materials and deliver the Brick-by-Brick® programme. Your Membership, both during the Initial Term and any Renewal Term shall be governed by the membership conditions set out in Schedule 2 below.

**6.3 Membership Fees.** Our Membership fees are available on our website at [<https://playincluded.com/membership>], and may be updated from time to time by us, without notice to you ("**Membership Fees**"). After Sign-up, your Membership Fees will be automatically debited once per year on the anniversary of the Membership Date from the debit or credit card or from the bank details you provided at Sign-up unless you cancel your Membership as set out in clause 6.2.

**6.4. Membership Benefits.** We may update and amend the benefits of your Membership from time to time (at our sole discretion), examples of benefits may include (without limitation) access to the membership area of the Portal, access to the Course Materials, access to new CPD content and / or access to Updated Brick Club Materials. For a full list of benefits please visit the appropriate page on our website.

## 7. YOUR RIGHTS TO CANCEL

**7.1 No cancellation after access.** By viewing, downloading or otherwise accessing (in any way) the Course or any of the Course Materials you waive right to cancel your order for a Course.

**7.2 Changing your mind.** Subject always to clause 7.1 if you are a consumer and you change your mind, you may cancel your booking for a Course within fourteen (14) days ("**Cooling Off Period**") and receive a partial refund of Fees paid (if applicable), provided that you have not attended a Session. Once you have attended a Session, or after Course Completion, you cannot change your mind, even if the fourteen (14) day period is still running.

**7.3 Returning or deleting Course Materials.** You must return or permanently delete any Course Materials) you may have received from us (as advised by us) no later than fourteen (14) calendar days after you inform us of your intention to cancel and must not retain any copies in any form of such materials. Any rights you are granted under these Terms in connection with any Course Materials are immediately rescinded when you cancel. You will be liable for the cost of returning any Course Materials to us unless we have agreed otherwise in writing. We reserve the right to withhold payment of part or all of your refund of any Fees (if applicable) until all Course Materials has been returned or deleted (and evidenced, where appropriate).

**7.4 How to cancel.** Subject to these Terms, where you have booked an In Person Course, you may cancel your booking for the Confirmed Session via the trainer delivering the Course, or where the training is to be delivered by Play Included via our Portal, provided always that your cancellation is at least four weeks (28) calendar days in advance of the Confirmed Session.

**7.5 How we will refund you.** If you are entitled to a refund under these Terms, we will make such a refund to the method you used for payment. We will make any refunds due to you as soon as possible.

## **8. OUR RIGHT TO CANCEL OR RESCHEDULE A COURSE**

**8.1 Withdrawal or rescheduling of Courses.** We reserve the right to cancel or reschedule a Course advertised on our website at any time and for any reason. If we cancel or reschedule an In Person Course after you have received a Confirmation Email, you will receive (i) a refund of any Fees you have paid in respect of the cancelled or rescheduled In Person Course; or (ii) the option to book onto an alternative In Person Course (subject to availability) (each individually an “**Option**”, and collectively “**Options**”). Where we provide you with the choice between the Options, we require you to provide us with written notice of your selected Option in a prompt manner, and in any case no later than five (5) days after we provide you with the choice (the “**Selection Period**”). If we do not receive notice of your Selected Option within the Selection Period, we may ourselves select what we consider to be the appropriate Option. Where reasonably practicable and possible, we will let you know at least one (1) week in advance of our withdrawal of an In Person Course. We will not be liable to you for any other losses you may suffer as a result of the cancellation or rescheduling of a Course.

**8.2 Rescheduling due to COVID-19.** Where your Registered Course is an In Person Course and it can no longer take place on the assigned date due to:

- a. the Trainer being affected by COVID-19, we (in our sole discretion) may reschedule the date of the Registered Course and shall provide you with reasonable notice of such change. In the event that you are unable to attend the rescheduled Course, the provisions of clause 4.7 shall apply; or
- b. a periodic government-ordered lockdown, or such other government, local or regulatory pandemic restriction, we (in our sole discretion) may change the delivery method of said Registered Course and we will endeavour to offer an online alternative as soon as reasonably commercially practicable at our sole discretion (“**Transfer**”). Where we Transfer your Registered Course, in order to protect your safety and the safety of us and our staff, we will provide you with an online Session as an alternative to any Session or Confirmed Session scheduled to take place in person.

## **9. OUR RIGHT TO CANCEL THE CONTRACT**

**9.1 We may end the contract if you break it.** We may end the Contract at any time by writing to you if:

- a) where applicable, you do not make any payment to us when it is due and you still do not make payment within seven (7) calendar days of us reminding you that payment is due; or
- b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Course.

**9.2 You must compensate us if you break the contract.** If we end the Contract in one or more of the situations set out in clause 9.1 we will refund any Fees you have paid in advance for the Course where we have not provided it but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

## **10. INTELLECTUAL PROPERTY RIGHTS**

**10.1 The Materials.** We and our third-party providers and licensors retain all rights, title and interest in and to the Course Materials and Brick Club Materials (collectively, the “**Materials**”).

**10.2 Restrictions.** You shall not copy, reproduce, sell, offer for sale, republish, post, alter, amend, transmit, translate or redistribute the Materials without our prior written consent.

**10.3 Your licence to use.** Provided you have paid the Fees in full, or in the case of those participating in a pilot project, in consideration for the mutual benefits and obligations between us, we grant you a royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to: a) use the Materials solely to the extent required for you to participate in the Course and complete any training and / or examination included within the Course in accordance with these Terms; and, b) use the Brick Club Materials solely to the extent we (in our sole discretion) deem reasonably necessary for you to deliver Brick-by-Brick® programme to Qualifying Persons. You are not entitled to use the Materials for any commercial purpose or for any other reason other than as expressly permitted in these Terms. For the purpose of these Terms, "Qualifying Persons" means such persons as identified in our policies, guidance and documents, as may be available on our website or notified by us to you, from time to time, including (without limitation) young persons aged 4 – 18 inclusive who require support with social and emotional development, communication and teamwork.

**10.4 Use of our IP after the Course.** We grant you a royalty-free, non-exclusive, non-transferable, non-assignable, non-sublicensable licence to use the mark "Brick-by-Brick" (the "**Mark**") in respect of: a) referring to your attendance on our Courses; b) delivering the Brick-by-Brick® programme in accordance with these Terms, our instructions and your existing professional qualifications; and, c) such other uses as we may expressly, in advance and in writing, permit from time to time (the "**Licence**"). We only grant the Licence where: a) you have achieved Course Completion; and, b) always use the symbol for registered trade mark protection alongside the Mark, in the format " Brick-by-Brick®". We do not grant you any other rights to use our intellectual property (including, without limitation, the Mark) and / or the Materials except as set out in these Terms. You further agree that you shall not state, indicate or otherwise suggest or infer (either directly or indirectly) that: a) you are an accredited, qualified or certified Brick-by-Brick or Play Included facilitator, trainer or therapist; b) you represent the Brick-by-Brick® programme or Play Included, or are employed by, associated or connected with Play Included (collectively the "**Disallowed Actions**"), or take or engage in any action similar to the Disallowed Actions. For clarity, the Disallowed Actions are not an exhaustive list and we reserve the right to take any action against you we deem necessary to protect our Intellectual Property.

**10.5 The Brick-by-Brick® Programme.** We do not take responsibility for your practice and do not certify, qualify, or accredit practitioners. We offer training for you to use the Brick-by-Brick® programme within the remit of your profession's competencies, licensure and registration. You must ensure that (and warrant to us that), at all times, you will provide the Brick-by-Brick® programme only in a Recognised Premises. For the purpose of these Terms, a "Recognised Premises" means a school or educational premise, a health or medical premise, a care-giving premise, a registered charity's premise, or such other premises as we may approve on a case-by-case basis, provided always that such premises have appropriate safeguarding policies, complaints policies, and operate by and are in accordance with such criteria as we may require, from time to time. For clarity, where you provide or seek to provide a Brick-by-Brick® programme not in a Recognised Premises, we may immediately terminate the licence, membership and rights granted to you under this clause 10 and these Terms. Other than as expressly set out in these Terms, we do not provide any warranties, representations or otherwise, including (without limitation) in respect of the Course, the Materials, the Mark or the Brick-by-Brick® programme, or their accuracy, correctness, efficacy or effectiveness.

## **11. DISCLAIMERS**

**11.1** We will provide the Course in accordance with clause 4.1. We warrant that the Course Materials, and any demonstrations shall be prepared and provided using reasonable care and skill. The Course, documentation, and any content whatsoever are provided and made available to you on an "as is" and "as available" basis, with all faults, and without any representation, warranty, guarantee or condition of any kind whatsoever, whether express, implied or statutory, including without limitation any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, quiet possession, title, quality of services, non-infringement, or that otherwise arise from a course of performance or dealing, or usage of trade, all of which are hereby disclaimed by Play Included and its licensors and suppliers.

**11.2** The Course is not designed to meet any person's individual requirements and you are fully responsible for determining whether the Course is: (a) sufficient and appropriate for your specific purposes; and (b) appropriate for your level of experience and expertise.

**11.3** We do not warrant that (a) you will obtain any particular result or qualification from your participation in the Course or provision of any Brick-by-Brick<sup>®</sup> programme; (b) you will obtain any particular result from your use of the Materials; (c) you will reach the intended training level; or (d) you will pass any exam.

**11.4** All representations, warranties and / or terms and / or commitments not expressly set out in these Terms (whether implied by law, conduct, and statute or otherwise) are hereby excluded to the maximum extent permissible by law.

## **12. LIMITATION OF LIABILITY**

### **12.1 Our liability to you.**

- c. If you are a consumer and we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen. If you participate in the Course as a consumer, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- d. If you are a business and we fail to comply with these Terms, our entire aggregate liability to you is as set out in clause 11.2

**12.2 Cap on liability.** Subject to clause 12, our maximum aggregate liability to you for any claims that you may have against us in contract, tort (including negligence) or otherwise arising out of or in connection with these Terms shall be limited to the amount of the Fees which have been paid, or are payable, by you, or where no such Fees are payable to £50.

## **13. EXCLUSIONS ON THE LIMIT OF OUR LIABILITY**

**13.1** Notwithstanding any other provision of these Terms, we do not exclude or limit our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation;
- c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or
- d) any matter for which it would be illegal to exclude, or attempt to exclude, liability.

## **14. PERSONAL INFORMATION**

**14.1** We will use your personal information and any personal information that you upload through the booking registration process or disclose during a Course in accordance with our Privacy Policy (available at <https://playincluded.com/privacy-cookie-policy>).

**14.2** By providing any third-party personal information to us, you represent and warrant that you have appropriate authority to use that information for the purposes for which it has been provided to use, and that the information that you have provided is complete and accurate to the best of your knowledge.

**14.3** You hereby authorise us to share your personal details with any third parties involved in the organisation, management or provision of the Course for the purposes of facilitating your participation in the Course.

## **15. OTHER IMPORTANT TERMS**

**15.1 Written Communication.** Applicable laws require that some of the information or communications we send to you should be in writing. When booking a Course, you accept that communication with us will be mainly electronic. We will contact you using the email address provided by you during the booking process. If your contact details change, it is your responsibility to inform us of this change to enable us to keep our records up to date. For contractual purposes, you agree to this electronic means of



communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect any statutory rights.

**15.2 Notices.** All notices given by you to us must be sent to Play Included C.I.C., Officers' Mess Business Centre Royston Road, Duxford, Cambridge, England, CB22 4QH. We may give notice to you at either the email or postal address you provide to us when placing an order. Notice will be deemed to have been received and properly served immediately when posted on our website, twenty-four (24) hours after an email is sent, or three (3) days after the date of posting of any letter. To prove service of any notice, it will be sufficient to show, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent from our server to the specified, supplied email address of the addressee.

**15.3 Transferring our rights and obligations.** We may transfer our rights and obligations under these Terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to request that we delete any or all of your details before the changes take effect.

**15.4 Transferring your rights and obligations.** You may not transfer, assign, charge or otherwise dispose of any rights or obligations which arise under these Terms unless we agree to this in writing.

**15.5 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

**15.6 Events outside our control.** We shall have no liability to you if we cannot deliver the Course, or for any delay in the Course caused by any event or circumstance which is beyond our reasonable control such as, without limit, epidemics or pandemics, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, illness, acts of terrorism or accident.

**15.7 Even if we delay in enforcing this contract, we can still enforce it later** If we fail, at any time to insist that you perform any of your obligations under these Terms, or if we do not enforce any of our rights against you, or we delay in doing so that will not mean we have waived our rights against you and will not mean you do not have to comply with those obligations.

**15.8 If a court finds part of this Contract unlawful, the rest will continue in force.** Each clause of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clause remain in full force and effect.

**15.9 Which laws apply to this Contract.** These Terms and any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed and construed in accordance with English law.

**15.10 Force Majeure.** We shall not be in breach of these Terms or liable for delay in performing, or failure to perform, any of our obligations under this Contract (including, without limitation, providing any Courses) if such delay or failure result from events, circumstances or causes beyond its reasonable control, including (without limitation): acts of God, flood, drought, earthquake or other natural disaster; COVID-19, epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; collapse of buildings, fire, explosion or accident; interruption or failure of utility service.

**15.11 How to tell us about problems.** If you have any questions or complaints about the Course, please contact us. You can write to us at [hello@playincluded.com](mailto:hello@playincluded.com).

**15.12 Entire Agreement.** These Terms represent the entire agreement between Play Included and you with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous oral and/or written agreements, understandings and statements between you and Play Included with respect to such subject matter. You acknowledge and agree that in entering into this Contract you have not relied on any statement or representation (whether negligently or innocently made) not expressly set out in these Terms.

Schedule 1 – Prerequisites

[Brick-by-Brick® programme: Certified LEGO brick based therapy training | Play Included](#)

<https://playincluded.com/en-gb/code-of-conduct>

<https://playincluded.com/en-gb/safeguarding-policy>

## Membership Agreement

### 1. Application for membership

1.1 Play Included C.I.C ("**Play Included**" or "**we**" or "**us**" or "**our**") welcomes applications from new members looking to create supportive environments and meaningful social opportunities to neurodivergent children through collaborative LEGO® play by utilising Play Included's Brick-by-Brick® programme.

1.2 By submitting an application form and paying the Membership Fee, or by booking onto one of our courses for the Brick-by-Brick® programme and where appropriate, paying the applicable course fee, you agree to these membership conditions ("**Conditions**") and will be deemed to accept these Conditions on each Subscription Renewal Date (as defined below), unless your subscription has been terminated in accordance with clause 9.

1.3 Play Included reserves right to refuse any application for Membership.

### 2. Interpretation

2.1 In these Conditions the following definitions apply:

"Agreement" means this agreement between Play Included and you for Membership to the Brick-by-Brick® programme.

"Annual Membership Fee Invoice" means the invoice sent to you in respect of payment of the Membership Fee for the following year of Membership.

"Conditions" means these terms and conditions as amended from time to time in accordance with clause 3.2.

"Member" means an individual whose application for Membership to Brick-by-Brick® programme has been accepted. "Membership" means the rights and obligations of a Member arising out of this Agreement and the Membership Benefits.

"Membership Benefits" means the benefits accorded to you in relation to your Membership.

"Membership Fee" means the amount payable on an annual basis by the Member as detailed on the Annual Membership Fee Invoice submitted to you.

### 3. Incorporation of terms

3.1 No variation to the Conditions shall be effective unless agreed in writing by Play Included.

3.2 Play Included reserves the right to amend these Conditions as it sees fit from time to time and shall communicate such amendments to you in writing or by publication on the Play Included website at [www.playincluded.com](http://www.playincluded.com). Your continued use of your Membership Benefits shall be deemed to constitute acceptance by you of any amendments to these Conditions.

3.3 Your Membership shall also be dependent on your compliance with Play Included's safeguarding policy, social media policy, Code of Conduct and any other such policy documents or requirements of which you are notified.

### 4. Membership subscription

4.1 Membership subscriptions run for a period of one year. The Membership Fee is payable annually in advance and is non-refundable.

4.2 With the exception of your first year of Membership following attendance on one of our Brick-by-Brick® programme training courses where your Membership shall be included within the course fee or participation in a pilot project, Play Included operates a system of annual, rolling Membership. Play Included will contact you prior to the expiry of your subscription, with information regarding your Subscription Renewal Date, which shall be calculated from the date your Membership first started and the Annual Membership Fee Invoice.. Play Included will contact the Member prior to expiry of the Member's subscription. Renewal of the Membership will be subject to Play Included's receipt of confirmation from the Member that they wish to continue the Membership Subscription, this confirmation must be received prior to the Members annual Membership expiry date. In the event no confirmation from the Member to renew is received then the Membership Subscription will automatically renew on the Subscription Renewal Date.

4.2 All Membership Fees are payable on renewal and should be made online.

4.3 The Membership Fee is reviewed annually and Members will be notified of any changes to the Membership Fee in writing.

## **5. Membership benefits**

5.1 Play Included undertakes to provide certain Membership Benefits as will be advised from time to time.

5.2 Play Included reserves the right to vary, amend or withdraw the Membership Benefits at any time.

## **6. Confidentiality**

6.1 **Confidential information** means all confidential information (however recorded or preserved) disclosed by Play Included or its Representatives (as defined below) to you and your Representatives whether before or after the date of this Agreement in connection with any course, your Membership Benefits or otherwise, including but not limited to any information that would be regarded as confidential by a reasonable person relating to:

- a) the business, assets, affairs, customers, clients, suppliers, or plans of Play Included; and
- b) the operations, processes, course and training information, know-how, or teaching techniques of Play Included.

**Representatives** means, in relation to a party, its employees, officers, representatives or contractors.

6.2 The provisions of this clause shall not apply to any Confidential Information that:

- a) is or becomes generally available to the public (other than as a result of its disclosure by you or your Representatives in breach of this clause);
- b) was available to you on a non-confidential basis before disclosure by Play Included;
- c) was, is or becomes available to you on a non-confidential basis from a person who, to the best of your knowledge, is not bound by a confidentiality agreement with Play Included or is otherwise prohibited from disclosing the information to you; or

d) the parties agree in writing is not confidential or may be disclosed.

6.3 You undertake at all times to keep Play Included's Confidential Information secret and confidential and shall not at any time:

- a) use such Confidential Information except for the purpose of exercising or performing your rights and obligations under or in connection with this Agreement (**Permitted Purpose**);
- b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 6; or
- c) process the Confidential Information in any way using machine learning or artificial intelligence ("AI") models.

6.4 You may disclose Play Included's Confidential Information:

- a) to those of your Representatives who need to know such Confidential Information for the Permitted Purpose, provided that you shall ensure Representatives comply with this clause 6; and
- b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

## **7. Intellectual property**

7.1 Play Included shall authorise you to use certain trade marks and copyright materials forming part of the supporting materials for the Brick-by-Brick® programme by entering into a licence agreement with you on terms to be proposed by Play Included.

7.2 Strict compliance by you with the terms and conditions of any licence agreement entered into pursuant to clause 7.1 shall be deemed to be a material condition of this Agreement.

7.3 The expiry or termination of this Agreement shall automatically revoke and terminate any licence granted to you in accordance with clause 7.1.

7.4 Subject to clause 7.1, neither this Agreement nor Membership authorises you to use any of Play Included's trademarks.

## **8. Liability**

8.1 Play Included shall have no liability to the Member (howsoever arising, including any liability in tort) under or in connection with this Agreement for any:

- (a) loss of profits or anticipated savings;
  - (b) loss of revenue;
  - (c) loss of or damage to reputation or goodwill;
  - (d) loss of data;
  - (e) loss of opportunity;
  - (f) loss of contract;
  - (g) losses or liabilities under or in relation to any other contract;
- in each case, whether direct, indirect, special and/or consequential loss or damage; or
- (h) for any other indirect, special and/or consequential loss or damage.

8.2 The total aggregate liability of Play Included for claims or liability for breach of contract (including a deliberate breach of contract), tort (including negligence and/or breach of statutory duty), misrepresentation, and/or otherwise howsoever arising under or in connection with this

Agreement during each year of this Agreement shall not exceed the amount of the Membership Fee paid to Play Included during such year.

8.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.4 This clause 8 shall survive termination of the Agreement.

## **9. Termination of membership**

9.1 You may terminate this Agreement not less than 14 days before the Subscription Renewal Date by giving notice in writing to Play Included.

9.2 Play Included reserves the right to terminate this Agreement with immediate effect if:  
(a) you commit a material breach of this Agreement and (if such breach is remediable) fail to remedy that breach within 30 days of receipt of notice from Play Included notifying the breach and requiring remedy; or  
(b) you fail to pay the Membership Fee before the renewal expiry date

9.3 If Play Included exercises its right to terminate the Agreement pursuant to clause 9.2, it shall provide notice to you stating the reasons for termination and the effective date of termination.

9.4 Termination of this Agreement shall automatically terminate your Membership Benefits and rights to deliver the Brick-by-Brick® programme.

9.5 Upon termination of Membership, you must remove all references to Play Included and the Brick-by-Brick® programme from your promotional materials and website within a reasonable time.

9.6 Upon termination of Membership, your details including name, mailing and billing address, job title, organisation name, email and telephone number will be retained on the Play Included database allowing for you to easily resume your Membership. If your Membership has lapsed for longer than 3 years, you must complete the training Courses again in order to renew your Play Included Membership. You can specifically request for your details to be removed by sending an email to [hello@playincluded.com](mailto:hello@playincluded.com).

## **10. General**

10.1 You shall not, without the prior written consent of Play Included, assign, transfer or deal in any other manner with your Membership.

10.2 Any notice or other communication required to be given to a party under or in connection with this Agreement shall be in writing and sent by e-mail to the other party's designated e-mail address.

10.3 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

10.4 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

10.5 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, English

law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.