

*The Terms and Conditions were last updated on June 4, 2025*

## **1. Introduction**

These Terms and conditions apply to this website and to the transactions related to our products and services. You may be bound by additional contracts related to your relationship with us or any products or services that you receive from us. If any provisions of the additional contracts conflict with any provisions of these Terms, the provisions of these additional contracts will control and prevail.

## **2. Binding**

By registering with, accessing, or otherwise using this website, you hereby agree to be bound by these Terms and conditions set forth below. The mere use of this website implies the knowledge and acceptance of these Terms and conditions. In some particular cases, we can also ask you to explicitly agree.

## **3. Electronic communication**

By using this website or communicating with us by electronic means, you agree and acknowledge that we may communicate with you electronically on our website or by sending an email to you, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement, including but not limited to the requirement that such communications should be in writing.

## **4. Intellectual property**

We or our licensors own and control all of the copyright and other intellectual property rights in the website and the data, information, and other resources displayed by or accessible within the website.

### **4.1 All the rights are reserved**

Unless specific content dictates otherwise, you are not granted a license or any other right under Copyright, Trademark, Patent, or other Intellectual Property Rights. This means that you will not use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, download, transmit, monetize, sell, market, or commercialize any resources on this website in any form, without our prior written permission, except and only insofar as otherwise stipulated in regulations of mandatory law (such as the right to quote).

### **4.2 Lesson Notes, Materials and Recordings**

You are also not granted a license or any other right under copyright, trademark, patent or

other Intellectual Property Rights to use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, transmit, monetize, sell, market or commercialise any lesson notes, resources and lesson recordings as given as part of your Online 121 tuition or Video Course.

These materials, documents and recordings have been specifically made for learning purposes only for the sole purchaser of the tuition and can not be posted online or shared with anyone.

#### **4.3 Digital Media and Plugins**

You are also not granted a license or any other right under copyright, trademark, patent or other intellectual Property Rights to use, copy, reproduce, perform, display, distribute, embed into any electronic medium, alter, reverse engineer, decompile, transfer, monetize, sell, market or commercialise any samplepacks, project templates or plugins purchased from our store.

### **5. Newsletter**

Notwithstanding the foregoing, you may forward our newsletter in the electronic form to others who may be interested in visiting our website.

### **6. Third-party property**

Our website may include hyperlinks or other references to other party's websites. We do not monitor or review the content of other party's websites which are linked to from this website. Products or services offered by other websites shall be subject to the applicable Terms and Conditions of those third parties. Opinions expressed or material appearing on those websites are not necessarily shared or endorsed by us.

We will not be responsible for any privacy practices or content of these sites. You bear all risks associated with the use of these websites and any related third-party services. We will not accept any responsibility for any loss or damage in whatever manner, however caused, resulting from your disclosure to third parties of personal information.

### **7. Responsible use**

By visiting our website, you agree to use it only for the purposes intended and as permitted by these Terms, any additional contracts with us, and applicable laws, regulations, and generally accepted online practices and industry guidelines. You must not use our website or services to use, publish or distribute any material which consists of (or is linked to) malicious computer software; use data collected from our website for any direct marketing activity, or conduct any systematic or automated data collection activities on or in relation to our website.

Engaging in any activity that causes, or may cause, damage to the website or that interferes

with the performance, availability, or accessibility of the website is strictly prohibited.

## 8. Refund, Return and Cancellation policy

### 8.1 Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

However some products can not be returned or refunded once a criteria has been met specific to each product as stated below:

**Online 121 Tuition** - Packages of any number of hours are no longer applicable to a full refund once the first lesson has commenced. If the first lesson is equal to the full number of hours purchased then no refund will be given.

If there are remaining hours left in a package, these hours will be refunded fully calculated based on the hourly rate multiplied by the completed hours minus the total hours purchased minus an extra one hour to account for lesson preparation time. (Example: Total Package 10 hours, Hours completed 2, Hours remaining 8, hours refundable  $8-1=7$ )

**Samplepacks and Plugins** - Upon downloading your samplepack or plugin your right to a refund is removed. If you have not downloaded your product and we can prove this then you are entitled to a full refund.

Due to the nature of both samplepacks and plugins even if the product has been refunded there is no way we can confirm removal or deactivation of the product after being downloaded, therefore if a purchase was made by mistake for one of these products then please **do not** download the product and contact us immediately via our email below.

If you are unhappy with the product or are having issues installing or using them please get in contact with us we can help troubleshoot any issues for you.

**Video Courses** - All video courses are hosted on Udemy.com so take a look at their refund policy on their page.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us of your decision to withdraw from this contract by an unequivocal statement (for example a letter sent by post, fax, or email). Our contact details can be found below. You may use the attached model [withdrawal form](#), but it is not obligatory.

If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (for example by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

## 8.2 Effects of withdrawal

If you withdraw from this contract, we shall reimburse you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

Please note that there are some legal exceptions to the right to withdraw, and some items can therefore not be returned or exchanged. We will let you know if this applies in your particular case.

## 8.3 Cancellation, Missed Lessons and Arriving Late

For all Online 121 tuition, lessons are to be scheduled with your tutor who will have contacted you to do so after purchasing your lesson package. Each lesson should be booked for a time you can realistically make without being late or having to leave early to avoid complications.

If you have booked a lesson in but know you can not attend the lesson anymore then please get in contact with your tutor as soon as you can. You can re-arrange a lesson up to 24 hours prior to the lesson start time without any penalty.

If you request to cancel or re-arrange a scheduled lesson within that 24 hour period leading up to the lesson start time, all or part of that lesson will be marked as completed up to a maximum of 1 hour. Lessons marked as completed count towards your total package hours booked just like attending and completing a lesson would do.

For example a cancelled lesson scheduled for 1 hour would be marked as fully complete and

this would be taken off your total remaining hours for your package. A 2 hour lesson would be marked as only 1 hour being completed and taken off your total remaining hours for your package as the 1 hour maximum has been reached.

If a lesson is completely missed and you have not contacted your tutor until after the booked lesson time has ended, the whole lesson will be marked as complete.

If you haven't attended your lesson your tutor will wait a minimum of 20 minutes before ending the lesson and marking it as complete based on the conditions above.

We do however understand that unforeseen circumstances, emergencies and external factors can play a part in needing to re-arrange or cancel lessons at the last minute and in such circumstances we may decide not to mark missed, re-arranged or cancelled lessons as complete. But we have the right to decide on this matter at our discretion.

## **9. Content posted by you**

We may provide various open communication tools on our website, such as blog comments, blog posts, forums, message boards, ratings and reviews, and various social media services. It might not be feasible for us to screen or monitor all content that you or others may share or submit on or through our website. However, we reserve the right to review the content and to monitor all use of and activity on our website, and remove or reject any content in our sole discretion. By posting information or otherwise using any open communication tools as mentioned, you agree that your content will comply with these Terms and Conditions and must not be illegal or unlawful or infringe any person's legal rights.

## **10. Idea submission**

Do not submit any ideas, inventions, works of authorship, or other information that can be considered your own intellectual property that you would like to present to us unless we have first signed an agreement regarding the intellectual property or a non-disclosure agreement. If you disclose it to us absent such written agreement, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any existing or future media.

## **11. Termination of use**

We may, in our sole discretion, at any time modify or discontinue access to, temporarily or permanently, the website or any Service thereon. You agree that we will not be liable to you or any third party for any such modification, suspension or discontinuance of your access to, or use of, the website or any content that you may have shared on the website. You will not be

entitled to any compensation or other payment, even if certain features, settings, and/or any Content you have contributed or have come to rely on, are permanently lost. You must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

## **12. Warranties and liability**

Nothing in this section will limit or exclude any warranty implied by law that it would be unlawful to limit or to exclude. This website and all content on the website are provided on an "as is" and "as available" basis and may include inaccuracies or typographical errors. We expressly disclaim all warranties of any kind, whether express or implied, as to the availability, accuracy, or completeness of the Content. We make no warranty that:

- this website or our products or services will meet your requirements;
- this website will be available on an uninterrupted, timely, secure, or error-free basis;
- the quality of any product or service purchased or obtained by you through this website will meet your expectations.

Nothing on this website constitutes or is meant to constitute, legal, financial or medical advice of any kind. If you require advice you should consult an appropriate professional.

The following provisions of this section will apply to the maximum extent permitted by applicable law and will not limit or exclude our liability in respect of any matter which it would be unlawful or illegal for us to limit or to exclude our liability. In no event will we be liable for any direct or indirect damages (including any damages for loss of profits or revenue, loss or corruption of data, software or database, or loss of or harm to property or data) incurred by you or any third party, arising from your access to, or use of, our website.

Except to the extent any additional contract expressly states otherwise, our maximum liability to you for all damages arising out of or related to the website or any products and services marketed or sold through the website, regardless of the form of legal action that imposes liability (whether in contract, equity, negligence, intended conduct, tort or otherwise) will be limited to the total price that you paid to us to purchase such products or services or use the website. Such limit will apply in the aggregate to all of your claims, actions and causes of action of every kind and nature.

## **13. Privacy**

To access our website and/or services, you may be required to provide certain information about yourself as part of the registration process. You agree that any information you provide will always be accurate, correct, and up to date.

We take your personal data seriously and are committed to protecting your privacy. We will not

use your email address for unsolicited mail. Any emails sent by us to you will only be in connection with the provision of agreed products or services.

We have developed a policy to address any privacy concerns you may have. For more information, please see our [Privacy Statement](#) and our [Cookie Policy](#).

## **14. Accessibility**

We are committed to making the content we provide accessible to individuals with disabilities. If you have a disability and are unable to access any portion of our website due to your disability, we ask you to give us a notice including a detailed description of the issue you encountered. If the issue is readily identifiable and resolvable in accordance with industry-standard information technology tools and techniques we will promptly resolve it.

## **15. Export restrictions / Legal compliance**

Access to the website from territories or countries where the Content or purchase of the products or Services sold on the website is illegal is prohibited. You may not use this website in violation of export laws and regulations of United Kingdom.

## **16. Assignment**

You may not assign, transfer or sub-contract any of your rights and/or obligations under these Terms and conditions, in whole or in part, to any third party without our prior written consent. Any purported assignment in violation of this Section will be null and void.

## **17. Breaches of these Terms and conditions**

Without prejudice to our other rights under these Terms and Conditions, if you breach these Terms and Conditions in any way, we may take such action as we deem appropriate to deal with the breach, including temporarily or permanently suspending your access to the website, contacting your internet service provider to request that they block your access to the website, and/or commence legal action against you.

## **18. Force majeure**

Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe any of its obligations hereunder will be deemed to be a breach of these Terms and conditions if and for as long as such delay, failure or omission arises from any cause beyond the reasonable control of that party.

## **19. Indemnification**

You agree to indemnify, defend and hold us harmless, from and against any and all claims, liabilities, damages, losses and expenses, relating to your violation of these Terms and conditions, and applicable laws, including intellectual property rights and privacy rights. You will promptly reimburse us for our damages, losses, costs and expenses relating to or arising out of such claims.

## **20. Waiver**

Failure to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision.

## **21. Language**

These Terms and Conditions will be interpreted and construed exclusively in English. All notices and correspondence will be written exclusively in that language.

## **22. Entire agreement**

These Terms and Conditions, together with our [privacy statement](#) and [cookie policy](#), constitute the entire agreement between you and Jonathan Batchelor in relation to your use of this website.

## **23. Updating of these Terms and conditions**

We may update these Terms and Conditions from time to time. The date provided at the beginning of these Terms and Conditions is the latest revision date. We will give you a written notice of any changes or updates, and the revised Terms and Conditions will become effective from the date that we give you such a notice. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these Terms and Conditions. To request a prior version of these Terms and conditions, please contact us.

## **24. Choice of Law and Jurisdiction**

These Terms and Conditions shall be governed by the laws of United Kingdom. Any disputes relating to these Terms and Conditions shall be subject to the jurisdiction of the courts of United Kingdom. If any part or provision of these Terms and Conditions is found by a court or other authority to be invalid and/or unenforceable under applicable law, such part or provision will be modified, deleted and/or enforced to the maximum extent permissible so as to give

effect to the intent of these Terms and Conditions. The other provisions will not be affected.

## 25. Contact information

This website is owned and operated by Jonathan Batchelor.

You may contact us regarding these Terms and Conditions by writing or emailing us at the following address: [info@modul8online.com](mailto:info@modul8online.com)

Modul8 Online  
124 City Road  
London, EC1V 2NX

## 26. Download

You can also [download](#) our Terms and Conditions as a PDF.