



Admissions Tutors

*Terms and Conditions*

*Last Update: 19/11/2020*

## 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions, hereinafter referred to, as “Terms and Conditions the following words and phrases shall, where the context so permits, have the following meanings:

**“Admissions Tutors”  
OR “We” OR  
“Company” OR  
“Website Owner” OR  
“Us” OR “Our”** means Admission Tutors Ltd, a company incorporated under the laws of United Kingdom with registered number 12929942 and having its principal office registered at 71-75 Shelton Street, London, WC2H 9JQ, UK.

**“Client”  
OR “You” OR “Your”** means the person, firm or corporate body together with any subsidiary or associated person, firm or corporate body, as the case may be, who contracts the Company and/or the Tutor for the provision of tutoring Services and is responsible for any and all payments for such Services.

**“Confidential  
Information” OR “CI”** Means, without limitation, trade secrets, proprietary information, materials or know-how belonging to the Party, including vendor, customer, employee, financial, legal, marketing, technical and manufacturing information and not generally known or disclosed to third parties. CI does not include any material which is in or subsequently enters the public domain (other than through the acts or omissions of the recipient), or which the recipient generated internally (as demonstrated by documentary evidence) without access to the Party’s CI.

**“Content”** means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;





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|--------------------------------|--|
| <b>“Data Protection”</b>       | means the UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. |
| <b>“in writing”/ “written”</b> | when communicated in any written form, including letters, e-mails and any other electronic correspondence.   |
| <b>“Parties”</b>               | means any and all parties hereby mentioned and bound by these Terms and Conditions, including but not limited to the Company, Client and Tutors.   |
| <b>“Personal Information”</b>  | means any information relating to an identified or identifiable natural person and the information referred to in Our <a href="#">Privacy Policy</a> .   |
| <b>“Project”</b>               | means the provision of tutoring Services, which shall be arranged by the Company between the Tutor and the Client.   |
| <b>“Services”</b>              | means collectively any online facilities, tools, services or information that the Company makes available through the Website or otherwise either now or in the future as well as the provision of services, as defined in Section 2 of these Terms and Conditions below;  |
| <b>“Session”</b>               | means a single continuous instance of tutoring Services provided by the Tutor and managed by the Company, of any length, whether conducted in person, by any electronic means or otherwise.  |
| <b>“System”</b>                | means any online communications infrastructure that the Website Owner makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;  |





- “Tutor”** means a tutor, teacher or any other assistant who is a worker, or a freelancer supplied by Admissions Tutors to the Client, for the purposes of fulfilling the tutoring services and/or any other services requested by the Client and agreed upon by the Parties in writing. The Tutor(s) are not employees of the Company and shall not be treated as such at any time.
- “Use”** means but not limited to use, copy, publicly perform or display, distribute, modificative, translate and/or create derivative works through this Website.
- “User” / “Users”** means any third party, person, company, legal entity or corporate body that accesses the Website and who is not employed by the Website Owner and is not acting in the course of their employment by the Company;
- “Website”** means the website [www.admissionstutors.com](http://www.admissionstutors.com) , which is owned and operated by the Company.
- 1.2 These Terms and Conditions alongside with the Website’s [Privacy Policy](#) and the Safeguarding Policy, form the basis of contract between the Company, the Clients, the Tutors and any Users, who view, browse, or anyhow use the information contained on this Website.
- 1.3 Your access and use of the information contained herein and the Services provided by the Company is subject to the following Terms and Conditions and all the applicable laws. By accessing and browsing this Website, you accept, without limitation or qualification, these Terms and Conditions. These Terms and Conditions constitute a binding contract between You and the Company.
- 1.4 Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use of this Website and any additional sections of these Terms and Conditions shall be applicable once the provision of Services commence, as described herein. If you do not agree to these Terms and Conditions, please stop using this Website immediately.
- 1.5 Any products and/or services displayed on this Website are not representative of all products and services available in the market.
- 1.6 For the avoidance of doubt, any use of terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.





- 1.7 Unless the context otherwise requires, any use of terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to the same.
- 1.8 Headings in these Terms and Conditions are for convenience only and will have no legal meaning or effect.
- 1.9 A reference to a statute or a statutory provision is a reference to it as it is in force for the time being, as of the date of these Terms and Conditions, taking account of any amendment, extension, or re-enactment and including any subordinate legislation for the time being in force made under it.
- 1.10 A “person” shall include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## **2. Use of the Website**

- 2.1 The Users may not, whether through the use of additional software or by any other means: data mine or conduct automated searches on the website or the data contained in it, access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without Our express written permission.
- 2.2 The Users may not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- 2.3 The Users may not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.
- 2.4 The Users may not take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on Our infrastructure.
- 2.5 The Users may not use techniques to “frame”, “mirror” or otherwise incorporate any part of this Website into any other website without Our prior written authorisation.
- 2.6 As a condition of Your use of this Website, You warrant to the Company that You will not use this Website for any purpose that is unlawful or prohibited by these Terms and Conditions.
- 2.7 The Service is provided “as is” and on an “as available” basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 2.8 The Website Owner accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.
- 2.9 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.

## **3. The Services**

- 3.1 The Company provides tutoring support services, including without limitation,





introduction of the Tutors to the Client, administration and management of the tutoring Sessions, finalising the details of each Project (the “Services”) and any appropriate and reasonable task associated with such services and assigned by Client, provided that both Parties have agreed to such additional Services in writing.

- 3.2 Subject to these Terms and Conditions We shall provide our Services to You which should also include without limitation, hosting and maintaining this Website, facilitating the formation of any arrangements between You and the Tutor, and assisting You in resolving any disputes, which may arise in connection with such arrangements. We or the Tutor shall keep you informed of all activities related to your specific requirements by means agreed with You.
- 3.3 We shall act in accordance with all reasonable instructions given to Us by You by an agreed method of contact and in writing and We shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the United Kingdom.
- 3.4 We shall be responsible for ensuring that we comply with all statutes, regulations, bylaws, standards, codes of conduct and any other rules relevant to the provision of the Services and We shall keep you informed of all activities related to the Services by means agreed with You and we shall act in accordance with all reasonable instructions given by You.
- 3.5 We shall use all reasonable endeavours to accommodate any reasonable changes in the Services that may be requested by you, subject to your acceptance of any related reasonable changes to the fees that may be due as a result of such changes.
- 3.6 The Website is designed for convenience purposes only, it aims to provide an intelligent database for the Users to make relevant searches, manage their needs and network. Notwithstanding, We shall make all reasonable efforts to ensure that the Tutor shall have suitable skills and experience for the purpose mentioned by You and comply with the legitimate and reasonable instructions of Yours relating to the Project and any specific Sessions and comply with your reasonable requirements concerning conduct and standards of behaviour.
- 3.7 We shall inform the Tutors that they shall observe all applicable policies and procedures whilst engaged by You. On a serious breach of such rules, You may request the replacement of that Tutor with another individual supplied to You by the Company.
- 3.8 We shall be solely responsible for the payment of such Tutor’s fees and/or remuneration.
- 3.9 For the avoidance of doubt, we DO NOT act as an employer, recruitment agency or recruitment business.
- 3.10 **The Tutors are independent contractors and are not employees, partners, or co-ventures of, or in any other service relationship with Admissions Tutors, unless otherwise specified. The Tutors are not authorized to speak for, represent, or obligate Admissions Tutors in any manner without the prior express written authorization from the Admissions Tutors.**
- 3.11 **Through the Website and the Website Services, the Tutor may be notified of Clients that may be seeking the Services they offer, and Clients may be notified of Tutors that may offer the Services they seek. At all times, however, you are responsible for evaluating and determining the suitability of any Tutor for the Project on Your own.**





- 3.12 Admissions Tutors make no warranty or representation that this Website will meet Your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of this Website.
- 3.13 Admissions Tutors does not condone any practice which could be construed as plagiarism, or a violation of intellectual property rights, and will not endorse the actions of the Tutor if they are deemed to constitute an inappropriate level of involvement in a Client's work, including but not limited to the completion of any written work, assignments or other pieces of work on the client's behalf.





#### 4. **Your Responsibilities**

- 4.1 Each Party acknowledges and agrees that the relationship between the Parties and the Users of this Website is that of an independent contractor. Nothing in these Terms and Conditions creates a partnership, joint venture, agency or employment relationship between the Parties.
- 4.2 You shall use all reasonable endeavours to provide all pertinent information to us that is necessary for our provision of the Services. Such information shall include, but not necessarily be limited to the work to be done, the outcomes to be expected, the timescale estimated or otherwise and the hours of work required to complete such task.
- 4.3 You shall acknowledge that We may, with or without reasons, at Our absolute discretion, reject any offers that we cannot perform for whatever reason or reject any User or Client from using Our Services.
- 4.4 You may, from time to time, issue reasonable instructions to us or the Tutor assigned to You by Us in relation to the provision of the Services. Any such instructions should be compatible with the specification of the Services provided in the Agreement and agreed upon in writing by the Parties.
- 4.5 A Tutor as supplied to You under these Terms and Conditions will be deemed to be under Your supervision, direction and control. It is Your responsibility to provide clear instructions and feedback for the provision of Services and to communicate effectively with Us and the Tutor.
- 4.6 For the avoidance of doubt, the Client may not at any time make private arrangements for the provision of Services or other arrangements with a Tutor introduced by Admissions Tutors. If this obligation is breached, the Client is then liable to account to Admissions Tutors for all sums paid to the Tutor without deduction and Admissions Tutors shall be entitled to obtain an injunction against a Client to prevent further breaches. This obligation shall continue notwithstanding termination of this agreement.
- 4.7 The Client may not at any time, solicit, approach, make offers or any direct payments to the Tutor at any time. This obligation shall continue notwithstanding termination of this agreement.
- 4.8 In the event that we require the decision, approval, consent or any other communication from you in order to continue with the provision of the Services or any part thereof at any time, you shall provide the same in a reasonable and timely manner.
- 4.9 If any consents, licences or other permissions are needed from any third parties such as permissions relating to copyright, work permits and other applicable permits it shall be your responsibility to obtain the same in advance of the provision of the Services (or the relevant part thereof).
- 4.10 If the nature of the Services requires that we or the Tutor has access to Your premises or any other location, access to which is lawfully controlled by You, You shall (i) ensure that we or the Tutor has such access at the times to be agreed between You and Us, as required; (ii) ensure Your public liability insurance policy covers the consequences arising out of the work performed by us or the self-employed Tutor; and (iii) take all reasonable precautions to ensure the health and safety of the Tutor or any other relevant employee of the Company, while on Your premises or any other premises, controlled by You.







- 4.11 Any delay in the provision of the Services resulting from your failure or delay in complying with any of the provisions of the task provided by You to Us shall not be the responsibility or fault of the Company.
- 4.12 You understand that all information about the Tutor and about the Company, as may be communicated from time to time by us to you, is confidential. If without our written approval, any such information is passed to a third party which results in loss of any income or business opportunity to the Company or the Tutor, you will be liable to indemnify the Company and/or the Tutor's loss of income that it was to receive from the you or any other party.
- 4.13 You will fully co-operate and assist the us in complying with our duties under these Terms and Conditions and as provided in the applicable law.

## **5 Tutor's Responsibilities**

- 5.1 Unless otherwise agreed by the Parties in writing, the Tutors shall be providing such Services as per their skill and qualifications and as required by the Clients for each Project.
- 5.2 The Tutors shall be paid by the Company on a weekly basis, unless otherwise agreed by the Parties in writing and after they have carried out their assigned Tutoring Sessions per week. For the avoidance of doubt, if any Sessions are not marked as Complete on TutorCruncher, the payment may be delayed.
- 5.3 Admissions Tutors do not charge Clients for cancelled Sessions, unless otherwise agreed in writing. Only if the Clients are charged for whatever reason and a payment is received by the Company for any cancelled session, the Tutors will be paid for cancelled Sessions accordingly.
- 5.4 In such instances when the Tutor is required to carry out work undertaken outside of tutoring Sessions or any specifically assigned Project, which may include, without limitation, marking or proof-reading. In this case, if agreed upon by the Parties in writing, this outside work and/or provision of Services will be charged at the standard hourly rate for which the usual Sessions are charged at, as per clause 6.7 below.
- 5.5 Any work referred to the Tutor by the Client of Admissions Tutors must be billed through Admissions Tutors only.
- 5.6 For the avoidance of doubt, Admissions Tutors shall provide the Tutor with the Clients. In consideration of this, the Tutor is not permitted to make private arrangements for tutoring with Clients introduced by Admissions Tutors, or with any new Client introduced by an Admissions Tutors' Client. Should Tutors breach this obligation, they will be liable to account to Admissions Tutors for all sums received from the Client or new Client without deduction and Admissions Tutors shall be entitled to obtain an injunction against Tutors to prevent further breaches. This obligation shall continue notwithstanding the termination of these Terms and Conditions.
- 5.7 The Tutor shall not at any time discuss the Tutor's payments with the Client. The Tutor shall not discuss their rate, or any additional payments.
- 5.8 The Tutor shall shall at all times comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti- corruption including but not limited to the Bribery Act 2010.







- 5.9 Unless otherwise agreed by the Parties, Tutors agree to having their tutor profiles and pictures displayed on the Website and agree to the Company's [Privacy Policy](#). All Tutor data will be held until requested to be deleted by a Tutor, or for a maximum of 5 years after the last lesson taught by a Tutor. For the avoidance of doubt, Admissions Tutors will only use the Tutor's data for the purposes of the Services it provides. Tutors providing personal data consent to the use of that data by Admissions Tutors for the purpose of effecting introductions to Clients, for billing and fee collecting purposes, and to enable Admissions Tutors to contact the Tutor.

## 6. Fees, Payment and Taxes

- 6.1 Our Company shall provide You with all information required to wire funds to Admissions Tutors in accordance with these Terms and Conditions for the Services instructed by You, including but not limited to, an invoice with all the information related to payment, information such as agent or bank (and account number) to which such funds shall be wired.
- 6.2 Admissions Tutors shall be solely responsible for administration of any and all payment arrangements. Admissions Tutors shall make and provide any and all invoices on behalf of the Tutor and take payments of such invoices from the Client. We will not undertake to enforce any invoice not raised by Admissions Tutors or any charge which has not formally been invoiced by the Company.
- 6.3 Unless otherwise agreed upon by the Parties in writing, the invoices shall be sent out by the Company to the Client on weekly basis via an agreed method of contact. The invoice shall be deemed served at the time of receipt of any such invoice by the Client.
- 6.4 Any outstanding invoices shall be paid by the Client within 48 hours for tutoring Sessions and/or any specific Project to continue. Failure to pay for any invoice may trigger immediate termination of the provision of Services by the Company and termination of any future agreements with such Client.
- 6.5 The preferred method of payment of the invoices shall be via debit or credit card, through the system administered by the payment provider, Stripe, via TutorCruncher. The Client will be required to permit the storage of the details of a debit or credit card on this system, to allow payment to be taken automatically for each future invoice, a copy of which will be sent to the Client in advance of payment. Bank transfers are also accepted.
- 6.6 In the first instance of a cancellation within 24 hours of a Session, Admissions Tutors will not charge a cancellation fee. After this first instance, Admissions Tutors reserves the right to charge the Client in full.
- 6.7 In some instances, it may be appropriate for the Tutor to carry out work undertaken outside of tutoring Sessions or any specifically assigned project, which may include, without limitation, marking or proof-reading. In this case, if agreed upon by the Parties in writing, this outside work and/or provision of Services will be charged at the standard hourly rate for which the usual Sessions are charged at.
- 6.8 The Client shall be responsible to pay all the applicable taxes and funds that arise, relating to any transactions with Admissions Tutors, including but not limited to, banking fees, from the Client's own funds.
- 6.9 Where applicable, the Company shall charge VAT to the Client, at the prevailing rate, after the Company has provided the Client with an invoice containing the VAT.





**7. Change of services**

- 7.1 All descriptions and other details provided in relation to the Services are subject to confirmation by the Company in writing and may be changed without notice.
- 7.2 All Services are subject to upgrades, and the Service you receive may change in function at a later date. It is your responsibility to check with Us if all the applicable Services are available.
- 7.3 We will rely upon your instructions being correct when requesting a Service and reserve the right to refuse to withdraw such Services which are no longer required.

**8. Term and Termination**

- 8.1 These Terms and Conditions may be terminated at any time by either Party by serving a notice in writing onto the other Party. The Client may only initiate the termination of these Terms and Conditions, provided that any outstanding invoices have been paid by the Client.
- 8.2 Any Project may be terminated at any time, by either the Client or the Tutor or the Company by serving a notice in writing onto the other relevant Party.

**9. Confidentiality and Data Protection**

- 9.1 No Party shall use any other Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with these Terms and Conditions.
- 9.2 Each relevant Party shall comply with all the obligations imposed on a controller under the Data Protection Legislation.
- 9.3 All Client and Tutor data is held securely within the TutorCruncher database. TutorCruncher is the Company's Data Processor and is GDPR compliant.
- 9.4 The Company and the Client shall abide and agree to the Company's [Privacy Policy](#).
- 9.5 For the avoidance of doubt, the Company may use the data it holds to communicate with the Client, information about lessons, progress reports, invoicing and other marketing information about Admissions Tutors service, where relevant. You may opt out of this communication at any time, but this may affect the Services We can offer.
- 9.6 The Client acknowledges that the Company is the Data Discloser for the purposes of the Data Protection and MAY disclose to the Client (the Data Recipient) Shared Personal Data of the Tutors collected by the Data Discloser for the agreed purposes. The Client therefore shall abide by the Data Protection and keep all information with regards to the Tutors introduced by the Company confidential within the high security online record keeping system or otherwise safely stored. Any confidential information should not be disclosed or used unless the Client is obliged to make a disclosure by law or the necessary consents have been obtained by the Client.
- 9.7 In the event of a breach of confidentiality, the relevant Party must notify the other Party immediately if any of their instructions would lead to a breach of the Data Protection or GDPR.





- 9.8 For any breach of confidentiality, the Party may be subject to the relevant investigative and corrective powers of a supervisory authority (such as the Information Commissioner's Office in the UK, or any other local supervisory authority that deals with data protection breaches ) and may be subject to administrative fines or other penalties for failure to adhere to confidentiality rules in place.
- 9.9 Each Party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

## 10. Warranties

- 10.1 The Company makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the Services, the Website, the information contained on the Website, your Personal information or material and information transmitted over the system.
- 10.2 You are responsible for obtaining access to the services provided by the Company and agree that access to these services may involve third-party fees (including but not limited to Internet service provider or airtime charges). You agree to be responsible for those fees and will not hold the Company liable for any disputes which may arise with third parties whether or not referred to by the Company.
- 10.3 The Website and its contents are provided on an "as is" and "as available" basis. This means that the Website and its Owner do not make any promises in respect of the quality, completeness or accuracy of the information published on or linked to from the Website.
- 10.4 To the fullest extent allowed by applicable law, the Website disclaims all warranties, representations, conditions and duties of any kind, including without limitation, any warranties of satisfactory quality, merchantability or of fitness for a particular purpose.
- 10.5 The Website does not provide any warranty or representation that it is free from infection by viruses or anything else that has contaminating or destructive properties.

## 11. Exclusions and Limitations

- 11.1 This section limits the responsibility and liability of the Company to the Client for any Services, and the use of the Website and its contents or in respect of any third-party products or services that We refer to or link to on the Website.
- 11.2 Admissions Tutors accepts no liability for the outcome of any tuition arrangement that the Company administers, or any academic judgement made upon the Client's work by any educational institution or professional body with which they may be affiliated. Responsibility for the success or failure of their efforts rests ultimately with the Client.





- 11.3 Admissions Tutors does not accept any liability for claims by the Client arising out of or related to the carrying out of the tutoring Services or any specific Sessions by the Tutors.
- 11.4 The Tutor shall indemnify Admissions Tutors, without limitation, in respect of any claims of gross negligence or misconduct.
- 11.5 The Company accept no financial responsibility to You arising from Your use of the Services, the Website or any of its content.
- 11.6 In no circumstances the Company shall accept responsibility for your use of third-Party Sites or in respect of any third-party Products. By Third Party Sites we mean websites, online or mobile services and any other related services provided by third parties, including websites of advertisers and sponsors that may appear on this Website. By Third Party Products we mean products or services provided by third parties.
- 11.7 It is not commercially possible for the Company to accept any responsibility for Your personal use of any information provided by the Company or the Tutor or the way any user decides to use the information on the Website.
- 11.8 Content (including any information we publish regarding Third Party Products) is only for information purposes and is not intended to address Your particular requirements.
- 11.9 Any information that you receive from the Website, whether or not it is classified as “real time”, may have stopped being current by the time it reaches you.
- 11.10 The information on the Website is provided on an “as is” basis. To the fullest extent permitted by law, the Company excludes all representations and warranties relating to its Website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this Website’s literature; and excludes all liability for damages arising out of or in connection with your use of the Website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.
- 11.11 To the maximum extent permitted by law, the Company accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. Users should be aware that they use the Website and its Content at their own risk.
- 11.12 Nothing in these Terms and Conditions excludes or restricts the Owner’s liability for death or personal injury resulting from any negligence or fraud on the part of the Company.
- 11.13 Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions.





## 12. **Intellectual Property**

- 12.1 All Content included on the Website or otherwise provided by the Company, unless uploaded by Users or the Client, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of the Company, our affiliates or other relevant third parties. By continuing to use the Website and our Services You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 12.2 You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website or which is provided as Intellectual Property of the Company or the Tutor, or unless given express written permission to do so by the Company.
- 12.3 The material from the Website or provided otherwise by the Company or the Tutor may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.
- 12.4 All copyrights trademarks patents and other industrial or intellectual property rights which may arise as a result of, or be displayed or incorporated in, any written or printed material or any brochure which We may produce either our property or that of third parties and is not to be reproduced used or exploited in any manner whatsoever. You will indemnify us from and against all costs claims and liabilities which we may suffer incur as a result of you using reproducing or exploiting any such industrial or intellectual property rights without the consent of the proprietor.
- 12.5 The copyright in and to the Terms and Conditions belongs to the Company. Any copying of the Terms and Conditions without the Company's prior written permission constitutes an infringement of our legal rights.

## 13. **Links to Other Websites**

- 13.1 Our Website may contain links to other sites or the Tutor may provide you with such links, if necessary. Unless expressly stated, these sites are not under the control of the Company or its Website or that of the Company's affiliates. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on Our Website does not imply any endorsement of the sites themselves or of those in control of them.
- 13.2 We do not monitor or review the content of other party's websites which may provided to you or linked to on our Website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our Users to be aware when they leave our site and to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. The Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.





14. **Severability**

All provisions of any relevant Terms and Conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant Terms and Conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

15. **Privacy**

15.1 For the purposes of applicable data protection legislation, the Company will process any personal data you have provided to it in accordance Privacy Policy available on this website or on request from the Owner as per our Privacy Policy.

15.2 You agree that, if you have provided Us with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to Us and (2) that you have brought to the attention of any such third party the Privacy Notice available on this Website or otherwise provided a copy of it to the third party. You agree to indemnify the Owner in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

16. **No Waiver**

In the event that any Party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

17. **Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise in writing.

18. **Notices**

All notices / communications shall be given to us either by post to the Company (see address above) or by email as per our Contact details stated in our [Privacy Policy](#). Such notice will be deemed received 5 working days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.







**19. Law and Jurisdiction**

- 19.1 These Terms and Conditions are subject to English law and the courts of England and Wales and will have an exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and Conditions.
- 19.2 Any relevant Terms and Conditions, policies and notices shall be governed by and construed in accordance with the laws of England and Wales without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of England and Wales in respect of any disputes arising in connection with the website, or any relevant Terms and Conditions, policies and notices or any matter related to or in connection therewith.
- 19.3 The Parties shall seek to resolve any dispute, controversy or claim arising out of or in connection with these Terms and Conditions, including without limitation, any dispute regarding the enforceability of any provision, through good faith negotiations between them within 1 calendar month of any notice of dispute being served or such longer period of time as may be mutually agreed between the Parties.
- 19.4 If the Parties are unable to resolve the dispute in accordance with the clause above, and one or both Parties desire to pursue the dispute, any such dispute, controversy or claim arising out of these terms and conditions or this Agreement including the validity, invalidity, breach or termination thereof, shall be settled first by arbitration in the United Kingdom.

**20. Force Majeure**

We shall not be held liable for any failure to perform that is due to any cause or circumstance beyond Our reasonable control, including without limitation a demand for such Services which exceed Our ability to supply them, as well as force Majeure situations with the Freelancers, including but not limited to earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, failure of carriers to furnish transportation, government rules, regulations, acts, orders, restrictions or requirements or any other cause or circumstance beyond the reasonable control. No such inability to deliver or delay in delivery shall invalidate the remainder of these Terms and Conditions.







## 21. **Changes to these Terms and Conditions**

- 21.1 The Company reserves the right to update these Terms and Conditions for legal or regulatory reasons, or to reflect changes in our Services or business practices. The Company shall have the right at any time, to change, modify, add, or delete the Terms and Conditions applicable to your use of the website or any part thereof. Any changed Terms shall be effective immediately upon notice thereof, which may be given by any means including, but not limited to, posting the changed terms on the website, by electronic or conventional mail, or by any other means by which you obtain notice thereof as per our Privacy Policy. Any use of the Website by you after such notice shall be deemed to constitute acceptance by you of the changed terms.
- 21.2 The Website may at any time modify any relevant Terms and Conditions, Policies or notices. You acknowledge that by visiting the Website from time to time, you shall become bound to the current version of the relevant Terms and Conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the Website.

## 22. **Entire Agreement**

- 22.1 These Terms and Conditions constitute the record of the agreement between the Parties, the provision of Services and the use of the Website and supersedes any prior agreements between the Parties.
- 22.2 Neither You nor the Company shall be bound by any express tacit or implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these Terms and Conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between You and the Company in respect of your use of the Website or the provision of Services.
- 22.3 If any provision of these Terms and Conditions is found to be invalid by any court having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of these Terms and Conditions, which will remain in full force and effect.
- 22.4 Failure by either Party to exercise any right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
- 22.5 If the Company fails to enforce any of the rights under these Terms and Conditions, it will not be considered a waiver. Any amendment to or waiver of this statement must be made in writing and signed by us.
- 22.6 You will not transfer any of your rights or obligations under these Terms and Conditions to anyone else without Our consent. All of our rights and obligations under these Terms and Conditions are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise. Nothing in these Terms and Conditions shall prevent us from complying with the law. These Terms and Conditions do not confer any third-party beneficiary rights. These terms and Conditions form part of the agreement between the You and the Company. Your accessing of this Website and engaging with our Services, You indicate your understanding, agreement to and acceptance, of the full Terms and Conditions contained herein, as well as to our [Privacy Policy](#) and our Safeguarding Policy. We acknowledge that the Clients' and Users' statutory Consumer Rights remain unaffected.

