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## TERMS OF SALE

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### BACKGROUND:

- (A) These Terms of Sale together with its attachment below and any and all other documents referred to in these Terms of Sale set out the terms and conditions on which Paid Content, accessed via Subscriptions, is sold by Us to Consumers through this website, [www.m2tonline.co.uk](http://www.m2tonline.co.uk) ("Our Site").
- (B) Terms and information that are specific to accessing tutor's lessons for a minor from or via Our Site using the Microsoft Teams cloud-based web conferencing or the online members area at [members.m2tonline.co.uk](http://members.m2tonline.co.uk) are set out in the attachment below for ease of reference but they will have the same effect as if set out in these Terms of Sale.
- (C) Please read these Terms of Sale and the attachment below carefully and ensure that You understand them before purchasing a Subscription. If You have any query about anything in these Terms of Sale or the attachment, please contact Us to discuss. **You are not required to set up an Account before purchasing any Subscription, Therefore Subscriptions must be purchased by You, the parent or guardian of the Student. You are required to read, accept, and agree to comply with and be bound by these Terms of Sale and the attachment and by purchasing a Subscription you confirm that you agree to do so.**
- (D) All of the information that We give to You will be part of the terms of Our Contract with You as a Consumer whether it is information that We:
- (i) are required by law to give to You before You order a Subscription; or
  - (ii) voluntarily give to You and You rely on it either when deciding to order a Subscription or when, subsequently, You make any decision about the Subscription.
- We give You some of that information before You order a Subscription and some it is set out in these Terms of Sale and the attachment.
- (E) Paid Content is intended for access and use by a person who is under the age of 18 (a minor) and therefore all Subscriptions must be purchased for them only by the parent or guardian of that person.
- (F) These Terms of Sale, as well as any and all Contracts, are in the English language only.
- (G) These Terms of Sale apply only to the sale of Paid Content.

### 1. Definitions and Interpretation

- 1.1 In these Terms of Sale, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Access Period"</b>	means the time when the Paid Content will be available to you under the Subscription, namely from the Commencement Date until 23:59 on 13 June 2025 (or such other period as notified to you in writing);
<b>"Account"</b>	means the account (including login details and password) utilised to access the Platform and the Subscription;

<b>“Background Items”</b>	means background and other information or materials relating to or forming part of the school subject to be taught;
<b>“Commencement Date”</b>	means the date that you enter into a Contract with Us following the dispatch of a Subscription Confirmation;
<b>“Consumer”</b>	means an individual customer who, as parent or guardian of the Student, purchases any Subscription to Our services comprising any Paid Content which is to be received or used for the Student’s personal use and for purposes wholly or mainly outside the purposes of any business, trade, craft or profession;
<b>“Course Schedule”</b>	means the timetable put in place by Us from time to time for the Student to access any part of the Paid Content during the Subscription;
<b>“Contract”</b>	means a contract between Us and You for the purchase of a Subscription for the Student to access any Paid Content, as explained in Clause 5;
<b>“Paid Content”</b>	<p>means any content (including text, graphics, images, audio, and video) comprising any session of teaching, tutoring, mentoring or other form of learning or instruction, or any Background Items or other course materials or information or materials which We offer and make available to You from time to time throughout the Subscription in accordance with the Course Schedule. The sessions, Background Items and other information or materials are sold by Us through Our Site and made available by Us on Our Site by means of:</p> <p>two-way synchronous livestream audio and/or video technology, e.g. Zoom and / or Microsoft Teams;</p> <p>asynchronous livestream video and/or audio;</p> <p>recorded streamed non downloadable video and/or audio; and</p> <p>downloadable (or other viewable) text, graphics, video, audio, or other items or information, including Background Items.</p> <p>Paid Content will be more fully described in other information that We give or make available to You before You order a Subscription. That information may include the name of any teacher(s) or tutor(s) presenting any content on Our behalf but whether it does or does not do so, We may, if so We decide in our discretion, at any time and without notice substitute any other individual(s) who is suitably qualified and experienced;</p>

<b>“Platform”</b>	means the <i>m2t Online Classroom</i> accessible on Our Site via the Subscription;
<b>“Student”</b>	means a person who is under the age of 18 (minor) for whom, as parent or guardian, You purchase any Paid Content for them to access and use;
<b>“Subscription”</b>	means a subscription to Our Site purchased by You which grants access to the Platform and which provides You with the entitlement and access to Paid Content during the Access Period which You can make available to the Student which comprises either: <ul style="list-style-type: none"> <li>(a) one or more specific single events or items; and/or</li> <li>(b) one or more series or collections of two or more specific events or items; and/or</li> <li>(c) one or more or all types of events or items available on or via Our Site; and</li> <li>(d) the Background Items.</li> </ul>
<b>“Subscription Confirmation”</b>	means an order confirmation email from Us which shall comprise of our acceptance and confirmation of Your purchase of a Subscription;
<b>“Subscription Price”</b>	means the price payable for access to the Subscription as set out in the Subscription Confirmation and detailed on Our Site;
<b>“We/Us/Our”</b>	means Mathematical Minds Tuition Limited, a company registered in England under 13284871, whose registered address is 7 Nesfield Grove, Hampton in Arden, Solihull, West Midlands B92 0BQ and
<b>“You”</b>	means the Consumer purchases a Subscription as the parent or guardian of the Student.

## 2. Information About Us

- 2.1 Our Site, [m2tonline.co.uk](http://m2tonline.co.uk), is owned and operated by Mathematical Minds Tuition Limited, a limited company registered in England under 13284871, whose registered address is 7 Nesfield Grove, Hampton in Arden, Solihull, West Midlands B92 0BQ.

## 3. Contacting Us

If You wish to contact Us with general questions, or for matters relating to Paid Content or Your Subscription or for matters relating to cancellations You may contact Us by email at [hello@m2t.co.uk](mailto:hello@m2t.co.uk).

## 4. Age Restriction and Consumers only

Only if a person is aged at least 18 years of age and a Consumer may they purchase a Subscription through Our Site. However, that person may make access to the Paid

Content available to the Student.

## **5. Subscriptions, Paid Content, Pricing and Availability**

- 5.1 We will provide You and the Student with access to the Paid Content on the terms set out in this Contract during the Access Period. At the end of the Access Period, you will no longer be able to access the Paid Content or make use of the Subscription without purchasing a new Subscription from Us.
- 5.2 We may from time to time change Our prices. Changes in price will not affect any Subscription that You have already purchased but will apply to any new Subscription. We will inform You of any change in price at least 1 month before the change is due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 12.1.
- 5.3 Minor changes may, from time to time, be made to certain Paid Content, for example, to reflect changes in relevant laws and regulatory requirements, or to address technical or security issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your and the Student's use of that Paid Content. However, if any change is made that would affect Your or the Student's use of the Paid Content, suitable information will be provided to You.
- 5.4 In some cases, as described in the relevant content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You at least 1 month before the changes are due to take effect. If You do not agree to the changes, You may cancel the Contract as described in sub-Clause 12.1.
- 5.5 Where any updates are made to Paid Content, that Paid Content will continue to match Our description of it as provided to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from enhancing the Paid Content, thereby going beyond the original description.
- 5.6 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of going online. All pricing information is reviewed and updated every year. Changes in price will not affect any order for a Subscription that You have already placed.
- 5.7 All prices are checked by Us before We accept Your order. In the unlikely event that We have shown incorrect pricing information, We will contact You in writing to inform You of the mistake. If the correct price is lower than that shown when You made Your order, We will simply charge You the lower amount and continue processing Your order. If the correct price is higher, We will give You the option to purchase the Subscription at the correct price or to cancel Your order (or the affected part of it). We will not proceed with processing Your order in this case until You respond. If We do not receive a response from You within 14 days, We will treat Your order as cancelled and notify You of this in writing.
- 5.8 If We discover an error in the price or description of Your Subscription after Your order is processed, We will inform You immediately and make all reasonable efforts to correct the error. You may, however, have the right to cancel the Contract if this happens. If We inform You of such an error and You do wish to cancel the Contract, please refer to sub-Clause 12.4.
- 5.9 If the price of a Subscription that You have ordered changes between Your order being placed and Us processing that order and taking payment, You will be charged the price shown on Our Site at the time of placing Your order.

## **6. Orders – How Contracts Are Formed**

- 6.1 Our Site will guide You through the process of purchasing a Subscription. Please ensure that You have checked Your order carefully before submitting it.
- 6.2 If, during the order process, You provide Us with incorrect or incomplete information (please contact Us as soon as possible).
- 6.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase a Subscription constitutes a contractual offer subject to and incorporating the terms of this Contract that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You a Subscription Confirmation by email. Only once We have sent You a Subscription Confirmation will there be a legally binding Contract between Us and You.
- 6.4 In the unlikely event that We do not accept or cannot fulfil Your order for any reason, We will explain why in writing. No payment will be taken under normal circumstances. If We have taken payment any such sums will be refunded to You as soon as possible and in any event within 30 days.
- 6.5 Any refunds under this Clause 6 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 6.6 Refunds under this Clause 6 will be made using the same payment method that You used when purchasing Your Subscription.

## **7. Payment for Subscriptions**

- 7.1 You agree to make payment to us of the Subscription Price in consideration for us granting access to each Subscription under the terms of the Contract;
- 7.2 Payments that you are required to make for each Subscription must always be made in full on or in advance of the due date of any payment (whether the full amount of the Subscription Price or any payments made by instalments on the dates and in the amounts agreed by Us (if applicable)). Your chosen payment method will be charged when We process Your order and send You a Subscription Confirmation (this usually occurs immediately and You will be shown a message confirming Your payment).
- 7.3 We accept the following methods of payment on Our Site:
  - 7.3.1 Card payment;
  - 7.3.2 Google Pay;
- 7.4 Where you have chosen to pay using one of our payment plans, if You do not make any payment due to Us on time, We will suspend Your and the Student's access to the Paid Content. For more information, please refer to sub-Clause 8.4. If You do not make payment within 7 days of Our reminder, We may cancel the Contract without further notice and with immediate effect. Any outstanding sums due to Us will remain due and payable.
- 7.5 If You believe that We have charged You an incorrect amount, please contact Us at [hello@m2t.co.uk](mailto:hello@m2t.co.uk) as soon as reasonably possible to let Us know. You will not be charged for Paid Content while availability is suspended.

## **8. Provision of Paid Content**

- 8.1 We undertake to make available to You on these Terms of Sale the Paid Content for the Student for which You subscribe but if You or the Student

choose not to access or make any permitted use of some or all of that Paid Content or, for any reason not attributable to Us You or the Student are unable to do so, You will not be entitled to any refund.

- 8.2 All Paid Content within the scope of Your Subscription will be available to You for the Student from when We send You a Subscription Confirmation for the duration of Your Subscription, including any renewals, or until You end the Contract, on and subject to the following:
  - 9.2.1 An item of Paid Content requested will be available when stated in the information that We provide about it, either (a) if it is a livestream item, the time and date when it is scheduled to be available and to start; or (b) if it is a pre-recorded or other non livestreamed item or Background Item, the period within which it is or will be available for access will be given to You from time to time throughout the Subscription.
  - 9.2.2 If an item of Paid Content is a livestream item, We will use all reasonable endeavours to make it available and start it at the time it is scheduled to start, but the start may be delayed either by overrun of a previous livestream item (such being made available to You and/or to others by Us) or by other circumstances. Any such delay will not normally exceed 15 minutes but if the start is delayed by more than that period then We will inform You as soon as possible and confirm the rearranged date and time. When You place an order for a Subscription, You expressly acknowledge that You wish Paid Content to be made available to You for the Student to access immediately. You will also expressly acknowledge that by accessing (e.g. downloading or streaming) any Paid Content, You will lose Your legal right to cancel if You change Your mind (the “cooling-off period”). (For this purpose, access by the Student will be treated as access by You.) Please see sub-Clause 11.1 for more information.
- 8.3 In some limited circumstances, We may need to suspend the provision of Paid Content (in full or in part) for one or more of the following reasons:
  - 8.3.1 To fix technical problems or to make necessary minor technical changes;
  - 8.3.2 To update the Paid Content to comply with relevant changes in the law or other regulatory requirements;
  - 8.3.3 To make more significant changes to the Paid Content, as described above in sub-Clause 5.5.
- 8.4 We may suspend provision of the Paid Content as follows if We do not receive payment on time from You. We will inform You of the non-payment on the due date, however if You do not make payment within 3 days of Our notice, We may suspend provision of the Paid Content until We have received all outstanding sums due from You. If We do suspend provision of the Paid Content, We will inform You of the suspension. You will not be charged for any Paid Content while provision is suspended.
- 8.5 Any refunds under this Clause 8 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which the event triggering the refund occurs.
- 8.6 Refunds under this Clause 8 will be made using the same payment method that You used when purchasing Your Subscription unless You specifically request that We make a refund using a different method.

## **9. Licence**

- 9.1 When You purchase a Subscription to access Paid Content, We will grant You and the Student a limited, non-exclusive, non-transferable, non-sublicensable licence to access, participate in and use the relevant Paid Content for Your and the Student's personal, non-commercial purposes for the Access Period only. The licence granted does not give You or the Student any rights in Our Paid Content (including any material that We may licence from third parties).
- 9.2 The licence granted to You and the Student under sub-Clause 9.1 is subject to the following usage restrictions and/or permissions:
- 9.2.1 Neither You nor the Student may copy, rent, sell, publish, republish, share, broadcast or otherwise transmit the Paid Content (or any part of it) or make it available to the public except as permitted under the Copyright Designs and Patents Act 1988 (Chapter 3 'Acts Permitted in relation to Copyright Works'); and
- 9.2.2 When You or the Student use any two way livestream facility to access a Paid Content item or event You and the Student must not communicate or make accessible to any other person (who also accesses or participates in it as one of Our customers) anything (by voice, text, image or otherwise) except for a query about or contribution to that item or event which is proper having regard to the content of it;
- 9.3 You must ensure that the Student complies with the above restrictions, and You will be responsible to Us if he/she fails to do so as if it were You that had failed to do so.

## **10. Problems with the Paid Content**

- 10.1 We undertake to provide Paid Content that is of satisfactory quality, fit for purpose, and as described, and to use reasonable care and skill. If any Paid Content available through Your Subscription does not comply or We do not so act, please contact Us as soon as reasonably possible to inform Us of the problem. Your available remedies will be as follows:
- 10.1.1 If We cannot fix the problem, or if it has not been (or cannot be) fixed as We may consider to be the case within our sole discretion within a reasonable time, You may be entitled to a full or partial refund.
- 10.2 Please note that We will not be liable under this Clause 10 if We informed You of the fault(s) or other problems with particular Paid Content before You or the Student accessed it and it is that same issue that has now caused the problem (for example, if the Paid Content in question is an alpha or beta version and We have warned You that it may contain faults that could harm Your device or other content), if You have purchased the Paid Content for an unsuitable purpose that is neither obvious nor made known to Us and the problem has resulted from Your use of the Paid Content for that purpose; or if the problem is the result of misuse or intentional or careless damage.
- 10.3 If there is a problem with any Paid Content, please contact Us at [hello@m2t.co.uk](mailto:hello@m2t.co.uk) to inform our Director of the problem.
- 10.4 Refunds (whether full or partial, including reductions in price) under this Clause 10 will be issued within 14 calendar days of the day on which We agree that You are entitled to the refund.
- 10.5 Refunds under this Clause 10 will be made using the same payment method that You used when purchasing Your Subscription unless You specifically

request that We make a refund using a different method.

- 10.6 For further information on Your rights as a consumer, please contact Your local Citizens' Advice Bureau or Trading Standards Office.

## **11. Cancelling Your Subscription**

- 11.1 If You are a Consumer, by default You have a legal right to a "cooling-off" period within which You can cancel the Contract for any reason, including if You have changed Your mind, and receive a refund. The period begins once We have sent You Your Subscription Confirmation (i.e. when the Contract between You and Us is formed) and ends when You or the Student accesses (e.g. downloads or streams) any Paid Content, or 14 calendar days after the date of Our Subscription Confirmation, whichever occurs first.
- 11.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to sub-Clause 11.3 and Clause 12, We cannot offer any refunds and You and the Student will continue to have access to the Paid Content for the remainder of Your current Subscription (up until the renewal or expiry date, as applicable), whereupon the Contract will end.
- 11.3 If You purchase a Subscription by mistake, please inform Us as soon as possible and do not attempt to or allow the Student to attempt to access any Paid Content. Provided neither You nor the Student have accessed any Paid Content since the start date of the Subscription We will be able to cancel the Subscription and issue a full refund. If You or the Student have accessed any Paid Content once the Subscription has started, We will not be able to offer any refund and You and the Student will continue to have access to the Paid Content for the remainder of the Subscription (up until the expiry date, as applicable).
- 11.4 If You wish to exercise Your right to cancel under this Clause 11, You may inform Us of Your cancellation in any way You wish. Cancellation by email is effective from the date on which You send Us Your message. If You would prefer to contact Us directly to cancel, please use the following details:

Email: [hello@m2t.co.uk](mailto:hello@m2t.co.uk);

in each case, providing Us with Your name, address, email address and telephone number..

- 11.5 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.
- 11.6 Refunds under this Clause 11 will be issued to You as soon as possible, and in any event within 14 calendar days of the day on which You inform Us that You wish to cancel.
- 11.7 Refunds under this Clause 11 will be made using the same payment method that You used when purchasing Your Subscription unless You specifically request that We make a refund using a different method.

## **12. Your Other Rights to End the Contract**

- 12.1 You may end the Contract at any time if We have informed You of a forthcoming material change to Your Subscription or the Paid Content (as described in sub-Clauses 5.2 or 5.4), or to these Terms of Sale that You do not agree to. If the change is set to take effect or apply to You before the end of Your current Subscription, We will issue You with a refund. If the change will not take effect or apply to You until the expiry of Your current Subscription, the Contract will end at the end of that Subscription period and You and the



Student will continue to have access to the Paid Content until that date.

- 12.2 If We have suspended availability of the Paid Content for more than 1 month, or We have informed You that We are going to suspend availability for more than 1 month, You may end the Contract immediately, as described in sub-Clause 8.3. If You end the Contract for this reason, We will issue You with a refund.
- 12.3 Refunds under this Clause 12 will be made within 14 calendar days of the date on which Your cancellation becomes effective, using the same payment method that You used when purchasing Your Subscription unless You specifically request that We make a refund using a different method.
- 12.4 If You wish to exercise Your right to cancel under this Clause 12, You may do so in any way You wish. If You would prefer to contact Us directly to cancel, please use the following details:
- Email: [hello@m2t.co.uk](mailto:hello@m2t.co.uk);
- in each case, providing Us with Your name, address, email address and telephone number.
- 12.5 We may ask You why You have chosen to cancel and may use any answers You provide to improve Our content and services, however please note that You are under no obligation to provide any details if You do not wish to.

### **13. Our Liability to Consumers**

- 13.1 Our Paid Content is intended for non-commercial use only. We make no warranty or representation that the Paid Content is fit for commercial, business or industrial use of any kind. We will not be liable to You or the Student for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 13.2 We shall not be liable to You or the Student for any consequential or indirect loss or damages or for any loss of profit, income, anticipated saving or income arising in any circumstances whatsoever, whether in contract, tort, negligence, for breach of duty or otherwise, and howsoever caused.
- 13.3 Any liability to You or the Student for any and all claims in contract, tort, negligence, for breach of duty or otherwise, for any loss or damage, costs, expenses howsoever caused arising out of or in connection with the services We provide or otherwise shall be limited in total to the Subscription Price as payable by You.
- 13.4 Nothing in these Terms of Sale seeks to limit or exclude Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 13.5 We will not be responsible or liable if You or the Student are unable to access any Paid Content due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control (including but not limited to a cause of that type specifically referred to in the Attachment).

### **14 Complaints and Feedback**

- 14.1 We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

14.2 If You wish to complain about any aspect of Your dealings with Us, please contact Us in one of the following ways:

15.3.2 By email, addressed to Hannah Woolstenhulme, Director at hannah@m2t.co.uk.

## **15 How We Use Your Personal Information (Data Protection)**

We will only use Your and the Student's personal data as set out in Our Privacy Policy available by emailing hello@m2t.co.uk.

## **16 Other Important Terms**

16.1 We may transfer (assign) Our obligations and rights under these Terms of Sale (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms of Sale (and the Contract) will not be affected and Our obligations under these Terms of Sale (and the Contract) will be transferred to the third party who will remain bound by them.

16.2 You may not transfer (assign) Your obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission.

16.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.

16.4 If a court or other authority finds that any part(s) of these Terms of Sale are unlawful, the remaining parts will remain in full force and effect.

16.5 If We fail to take steps or delay in taking steps to enforce any of Our rights against You under these Terms of Sale, that will not prevent Us doing so at a later date, for example Our right to require You to make any payment which has become payable under the Contract.

16.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and other regulatory requirements. If We change these Terms of Sale as they relate to Your Subscription, We will notify you of the changes and provide details of how to cancel if You are not happy with them (also see sub-Clause 12.1 above). Any replacement Terms of Sales notified to You under this clause shall automatically take effect and be immediately binding upon You in replacement of these Terms of Sale and govern your ongoing use of the Subscription.

16.7 These Terms of Sale and Subscription Confirmation under the Contract form the whole of our agreement with you in relation to the Subscription. You warrant that you have not relied upon any representation made by or on behalf of Us

## **17 Law and Jurisdiction**

17.1 These Terms and Conditions, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England & Wales.

17.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England & Wales.

## Attachment

### 1. **Use of Zoom or Microsoft Teams to access tutoring online**

We only offer tutoring online (referred to below as “Tutoring”)

We use technology which allows Us to provide Tutoring provided that You have the appropriate technology (see below) for the Student to receive that Tutoring. For this purpose, We use the Zoom cloud-based web conferencing platform (“Zoom”) **OR Microsoft Teams**.

Where We are to make any of the Tutoring available for the Student by means of Zoom **OR Microsoft Teams** rather than any other platform, it will be on the following basis.

### 2. **The technology that We will be responsible for providing**

We will subscribe to Zoom or Microsoft Teams and will pay any necessary fees to Zoom or Microsoft Teams to maintain that subscription. It will enable Us to act as “host” and to provide the Tutoring to the Student over the internet via the Zoom or Microsoft Teams facility.

To receive or participate in any Tutoring via Zoom or Microsoft Teams, the Student will need to join a session which is within the scope of Your Subscription. You will not need to pay any fee or charge for the Student to use the Zoom or Microsoft Teams facility or join that session: You will only need to pay for the Tutoring made available by Your Subscription.

We do not provide any PC, laptop, tablet, mobile phone or other hardware (“Device”) or any Zoom or Microsoft Teams App or other software for use on or with any Devices, nor any internet connection or service or other equipment or facilities necessary to enable the Student to use Zoom or Microsoft Teams.

### 3. **The technology and other items that You will be responsible for providing**

It will be Your sole responsibility to ensure that You and the Student have access to, and familiarity with all necessary technology so that the Student can receive and participate in Tutoring via Zoom or Microsoft Teams.

You will need to ensure that the Student has access to and uses the following non-exhaustive list of facilities for this purpose:

- (a) An appropriate functioning Device which is adequately charged;
- (b) An up to date Zoom or Microsoft Teams App where applicable. It will need to be downloaded to Your Device, and installed and working fully and correctly on Your Device, so that You can receive Tutoring;
- (c) Stable, reliable, internet access with adequate speed;
- (d) A safe location with a suitable quiet and comfortable environment in which to watch, listen, speak where appropriate, and otherwise to participate as necessary without the presence of any other person to distract the Student or teacher/tutor;
- (e) A suitable desk and chair; and
- (f) Exercise/note books, pens, pencils, textbooks, and any other books, materials or equipment that the Student will need, as advised by Us before You place Your order for a Subscription.

We do not supply or make available the Zoom or Microsoft Teams platform that You use to access any Paid Content. We are not a party to Your download and use of that

platform, and We will have no responsibility or liability to you in relation to it in any respect. It will be subject to and governed by such terms and conditions and privacy policy of Zoom or Microsoft Teams as the third party provider of the platform to You imposes on such download and use.

Paid Content consisting of Background Items is not provided via the Zoom or Microsoft Teams platform but is instead downloadable directly from Our Site.

4. **Scope of what We make available to access**

We do not, and cannot, assist You or the Student to obtain, set up, maintain, or operate any technology. If You or the Student need any assistance or advice about technology, You or the Student should seek it from an appropriate third party. We do not, and cannot, give You or the Student any advice about what technology is needed or how to use it.

We do not claim to have any expertise or skill in relation to any technology that You or the Student need or use for the purpose of receiving Tutoring. However, We may, if You request it, either before or during any session of Tutoring, and without charge, offer suggestions in good faith to resolve any problem with that technology that You or the Student report, but it will not be in the nature of advice to either of you. We do not therefore take on any responsibility or accept any liability to either of you if any such suggestion does not help You or the Student to resolve any problem or if by following any such suggestion You or the Student experience any other problem, loss or damage to any technology or other thing.

We will not be responsible or liable to You or the Student if the Student is unable to access any Tutoring due to any failure or delay in performing Our obligations under the Contract resulting from any cause beyond Our reasonable control. In any such case, You will remain liable to pay for Tutoring that We have made available to You for the Student. Such causes beyond Our reasonable control may include (but are not limited to):

- (a) Where You or the Student are unable to resolve any technology problem (whether or not either of you have asked Us for or We have offered any suggestions as to how to resolve the problem); or
- (b) Any slow speed, instability, temporary or other breakdown, unavailability or inadequacy of, or defect in, Your internet service or any other equipment or service (e.g. telecommunications, computing, audio or visual) that You or the Student use or rely on;
- (c) Failure of or defect in the Zoom or Microsoft Teams platform used by Us or You or the Student to make Tutoring available to the Student; or
- (d) Your or the Student's inability to access Tutoring due to failure of or defects in Our Site etc.

5. **Your responsibility for Your Account and its security**

You must not share Your Account or Your Account details with anyone except the Student. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any unauthorised use of Your Account.

You are fully responsible for maintaining and ensuring that the Student maintains the confidentiality of Your password and account information and for all activities that occur under Your password or Account. You must ensure that You or the Student log out from Your Account at the end of each session of the Student's access of Tutoring. You must immediately notify Us of any unauthorised use of Your password or Account or any other breach of security relating to Your Account.

You must never use, and must not allow the Student ever to use, anyone else's Account without prior authorisation from Us for the specific occasion in question.

When creating an Account, the information You provide must be accurate and complete. If any of Your or the Student's information changes at a later date, it is Your responsibility to ensure that Your Account is kept up-to-date.

If You have an active Subscription, Your Account will remain active for the duration of the period of that Subscription or, if later, until the end of the latest access period granted to any Instruction by the Subscription.

6. **Your privacy and security on each occasion when Tutoring is accessed**

Where any Tutoring that the Student accesses is two way synchronous livestream audio and/or video technology (not a pre-recorded one way transmission), on the occasion the Student accesses it, it will be made simultaneously available on that occasion only to the Student as an individual session unless We have specified that it is to be simultaneously accessible to others who have also purchased it and choose to access it.

Therefore, if We specify that a particular two way session is also accessible to others, the following will apply to that session, and You are responsible for bringing this to the attention of the Student:

- (a) When the Student signs in to Zoom or Microsoft Teams, they should indicate their first name only since their name will be visible to Our other clients taking part;
- (b) You and the Student understand and are aware that there is a risk that other clients and other people may see and hear (via the video and/or audio facilities of the Zoom or Microsoft Teams App and Your Device) not only the Student but also the Student's space and its surroundings and other people in or near that space and its surroundings when the Student is participating in the session;
- (c) You should ensure that the space the Student uses is free of others and it should be difficult to see or hear via the Zoom or Microsoft Teams App and Your Device any interactions between people who are in or near that space and its surroundings. For example, You might decide that the Student will use a private room and/or wear headphones;
- (d) There are potential risks in transmitting information over technology that include, but are not limited to, breaches of confidentiality and the theft of personal information;
- (e) We cannot ensure privacy or confidentiality due to the nature of two way sessions involving Our other students as well as the Student; and
- (f) In any event, it will be Your responsibility to ensure that the Student has a suitable space to use when they participate in any two way session in order to protect their privacy and that of others in or near that space where other clients have access to the session.

We will not be liable to You or the Student for any loss or damage arising from Your or the Student's failure to comply with the above requirements.

7. **Health and Safety**

You acknowledge and agree, and will ensure that the Student acknowledges and agrees that:

- (a) Certain particular sessions or a series of sessions may be unsuitable for the Student if they have special needs, or any mental or physical health problem

or condition, depending on the needs, problem or condition concerned;

- (b) When You purchase a Subscription and at least 48 hours before the Student participates in any session,

You must tell Us of any such needs, problem or condition of which You are aware which might be relevant to the Student participating in that session. We will discuss with You any such matter that You tell Us, and inform You if We decide not to accept Your order for a Subscription because of the particular needs, problem or condition in question. If We do accept Your order, You must act in accordance with any instructions provided by Us relating to the matter; and

- (c) Due to the remote nature of online tutoring, We do not undertake to and cannot supervise, attend, assist or advise (or arrange for or alert any third party to do so), if during a session the Student falls ill, has an accident or experiences any other problem, and, accordingly, throughout the session, You must be at the premises where the Student participates in the session and must supervise the Student where and to the extent necessary. You must be contactable by Us by mobile phone in case We decide that We wish or need to speak to You immediately before or after, or at any time during, any session.

## 8. **Teachers and tutors**

Please note that:

- (a) We will in Our discretion decide which teacher/tutor to assign to each session. Where a Subscription comprises more than one session, We may assign different teachers/tutors to different sessions, but will endeavour to minimize the changes of teacher/tutor from one session to the next in relation to each Subscription;
- (b) In any event, the teacher/tutor who We assign to any session will be appropriately qualified as a teacher/tutor of the subject in question at the appropriate level and will be competent to conduct that session;
- (c)

We will ensure that, before any teacher/tutor provides the first session to the Student, We receive the result of a Disclosure & Barring Service (DBS) check for that teacher/tutor which does not contain anything that We consider would render the teacher/tutor to be an inappropriate person to provide a session.

## 9 **Scope of Our teaching/tutoring – interactive sessions**

**Progress of Student:** You acknowledge that it is at all time Yours and the Student's responsibility to utilise the Subscription and to follow the Course Schedule.

We make no warranty or representation that any particular result will be brought about (including passing any examination or achieving any specific grade) as a result of the Student taking part in or viewing any session(s) or utilising the Subscription.

**Attendance:** If the Student is not available for a session for any reason it is solely Your responsibility to ensure that the Student makes up for that missed session by watching the recording of that session if necessary.

**Course materials etc:** We may make suggestions as to any textbook or other materials that the Student should purchase or otherwise acquire where We think it is necessary or helpful for the Student to have a copy to use during or outside sessions but We cannot provide such books or materials for the Student.

It is not Our responsibility to ensure that the Student carries out the work provided throughout the Course but if the Student requires help with their assignment between live sessions, We are contactable and able to provide help remotely.

**Records:** The Student should provide and maintain a revision notebook in which the Student can make notes, setting out any information useful or necessary to the Student when carrying out the work provided or to prepare for an examination.

**Parent/Guardian's involvement:** You are encouraged to take an active interest in the Student's study of the subject concerned and be involved in the work provided to the extent that that is practicable and helpful to him/her. You should where necessary provide them with a quiet place for him/her to study and carry out the work provided, revision and examination preparation without interruption, and suggesting a set time/s for carrying out homework assignments to fit in with his/her weekly routine.

## 11 Attribution

These Terms of Sale have been created using a document template from [www.simply-docs.co.uk](http://www.simply-docs.co.uk).