

TERMS OF SALE OF ONLINE TUTORING, TEACHING, TRAINING, OR ADULTS

TUTOR, TEACHER, TRAINER, OR ADULTS

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BACKGROUND:

- (A) These Terms of Sale together with any and all other documents referred to in the attachment below set out the terms and conditions on which Paid Content, access to Our Site, and any other services sold by Us to Consumers through Our Site (collectively, the "Paid Content") will be provided to You.
- (B) Terms and information that are presented by a Tutor (as defined in the attachment below) through the [Zoom cloud-based web conferencing] method/s offered>>] platform(s) are provided for ease of reference but they will have no effect on the terms set out in these Terms of Sale.
- (C) Please read these Terms of Sale carefully and ensure that You understand them before You accept or agree to anything in these Terms of Sale. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Terms of Use.** You will not be able to purchase a Subscription and access Paid Content until You have accepted the terms of the terms of Our Contract with Us.
- (D) All of the information that You are required to provide to Us as a Consumer whether or not You are required by law to do so, is required either when deciding to order a Subscription or when making any decision about the Subscription.
- (E) We give You some of that information in the attachment below set out in these Terms of Sale.
- (F) Paid Content is intended for use only by a person who is aged 18 or over, and only a person of that age may purchase a Subscription.
- (G) These Terms of Sale, as well as the Terms of Use, are in the English language only.
- (G) These Terms of Sale apply to the use of Our Site are separate from the Terms of Use.

ent below and any and all other documents referred to in the attachment below set out the terms and conditions on which Paid Content, access to Our Site, and any other services sold by Us to Consumers through Our Site (collectively, the "Paid Content") will be provided to You.

Terms and information that are presented by a Tutor (as defined in the attachment below) through the [Zoom cloud-based web conferencing] method/s offered>>] platform(s) are provided for ease of reference but they will have no effect on the terms set out in these Terms of Sale.

Please read these Terms of Sale carefully and ensure that You understand them before You accept or agree to anything in these Terms of Sale. **When setting up an Account, you will be required to read, accept and agree to these Terms of Sale and the attached Terms of Use.** You will not be able to purchase a Subscription and access Paid Content until You have accepted the terms of the terms of Our Contract with Us.

All of the information that You are required to provide to Us as a Consumer whether or not You are required by law to do so, is required either when deciding to order a Subscription or when making any decision about the Subscription.

We give You some of that information in the attachment below set out in these Terms of Sale.

Paid Content is intended for use only by a person who is aged 18 or over, and only a person of that age may purchase a Subscription.

These Terms of Sale, as well as the Terms of Use, are in the English language only.

These Terms of Sale apply to the use of Our Site are separate from the Terms of Use.

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1. Definitions and Interpretation

1.1 In these Terms of Sale, the following expressions have the following meanings:

"Account" means the account set up with Us for the purpose of accessing Paid Content;

"Background Items" means background information or materials relating to or forming part of a lesson, teaching, coaching, training, or mentoring session, of which information or materials is downloaded or accessed;

otherwise requires, the following definitions apply:

sub-Clause 7.1, that You must set up an Account to access any Subscription;

information or materials relating to or forming part of a lesson, teaching, coaching, training, or mentoring session, of which information or materials is downloaded or accessed;

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<p>“Consumer”</p>	<p>means a person who purchases any Subscription to Our services and Paid Content which is to be received or used for personal, family or household purposes and for purposes wholly or mainly outside the individual's business, trade, craft or profession;</p>
<p>“Contract”</p>	<p>means a contract between Us and You for the purchase of a Subscription and any Paid Content, as explained in Clause 7.</p>
<p>“Paid Content”</p>	<p>means a service (including text, graphics, images, audio, and video) consisting of tuition, instruction, teaching, coaching or any Background Items or other materials that are part of the offer. The sessions, Background Items and materials are sold by Us through Our Site and [via] [or] [via] Our Site] by means of:</p> <ul style="list-style-type: none"> [two-way audio and/or video technology, e.g. Zoom, Skype, WebEx;] [asynchronous audio and/or video;] [recorded audio and/or video;] downloadable text, graphics or other video, audio, or audio files, including Background Items. <p>Paid Content may also include any other items described in other information that We give to You before You order a Subscription. That information may include the name of any Tutor presenting any content or the name of any Tutor, whether it does or does not do so, We may, if suitable in Our discretion, at any time and without notice substitute any Tutor(s) who is suitably qualified and experienced in the subject matter.</p>
<p>“Subscription”</p>	<p>means a service purchased by You which provides You with access to Paid Content which comprises:</p> <ul style="list-style-type: none"> (a) one or more individual events or items; and/or (b) one or more collections of two or more specific events or items; and/or (c) one or more events or items available on or via Our Site; and/or (d) the right to access one or more events or items available on or via Our Site. <p>We will give You details of the times and dates or periods of access to the events or items available on or via Our Site as to which You purchase the Subscription (the “Subscription Confirmation”).</p> <p>Every Subscription will include access to the Background Items for the whole duration of the Subscription, and they will all be accessible as soon as You receive the Subscription Confirmation;</p>
<p>“Subscription Confirmation”</p>	<p>means a confirmation of Your purchase of a Subscription.</p>

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“Subscription ID” means the

Your Subscription;

“Tutor” means the individual You online

teacher, coach, mentor, or other Content and/or who interacts with Paid Content;

“We/Us/Our” means <> [, a company registered in England address address i

>> [, a company registered in ny number>>, whose registered dross>> and whose main trading s>>; and

“You” means the Subscrip

up an Account and purchases a ses any Paid Content.

2. Information About Us

2.1 Our Site, <<insert business name>> [company number> address>> and who [Our VAT number is

owned and] operated by <<insert rstered in England under <<insert address is <<insert registered s is] OR [of] <<insert address>>.

2.2 [We are regulated b

gulator(s)>>].

2.3 [We are a member

sociation(s) etc.>>].

2.4 [<<insert further info

3. Contacting Us

3.1 If You wish to con telephone at <<in address>>, or by po

estions, You may contact Us by >>, by email at <<insert email

3.2 For matters relating contact Us by tele address>>, or by po

r Subscription or Account, please er>>, by email at <<insert email

3.3 For matters relating <<insert telephone at <<insert address

ase contact Us by telephone at <<insert email address>>, by post t Clauses above.

3.4 To make a complain

4. Age Restriction and Cons

Only if a person is aged at Account or purchase a Sub

d a Consumer may they set up an e and access Paid Content.

5. Business Customers

These Terms of Sale and t Subscriptions and accessi or profession carried on by

not apply to customers purchasing ource of any business trade, craft person/organisation.

6. Subscriptions, Paid Cont

Availability

6.1 [We make all re Subscriptions and Subscription and P that due to <<inse that may occur>>.]

ensure that all descriptions of rom Us correspond to the actual ll receive. [Please note, however, minor differences or discrepancies

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6.2 [Please note that mistakes due to neg between the Paid C if Your Subscription

ot exclude Our responsibility for refers only to minor discrepancies ons of it. Please refer to Clause 11 correct.]

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6.3 We may from time any Subscription t subsequent renewa price at least <<ins do not agree to suc sub-Clause 13.1.

es. Changes in price will not affect purchased but will apply to any e will inform You of any change in change is due to take effect. If You cancel the Contract as described in

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6.4 Minor changes may example, to reflect d address technical c characteristics of th that Paid Content. H of the Paid Content

made to certain Paid Content, for and regulatory requirements, or to e changes will not alter the main d not normally affect Your use of s made that would affect Your use be provided to You.

6.5 In some cases, as d make more signific inform You at leas effect. If You do n described in sub-Cl

content descriptions, We may also d Content. If We do so, We will ore the changes are due to take You may cancel the Contract as

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6.6 Where any updates to match Our descr Subscription for ac prevent Us from e original description.

ent, that Paid Content will continue p You before You purchased Your nt. Please note that this does not ntent, thereby going beyond the

6.7 We make all reason correct at the time updated every <<in for a Subscription t regarding VAT, how

at all prices shown on Our Site are cing information is reviewed and s in price will not affect any order ced (please note sub-Clause 6.11

6.8 All prices are che event that We have writing to inform Y shown when You amount and continu will give You the op cancel Your order processing Your or response from You cancelled and notify

accept Your order. In the unlikely nformation, We will contact You in e correct price is lower than that will simply charge You the lower t. If the correct price is higher, We scription at the correct price or to of it). We will not proceed with u respond. If We do not receive a >>, We will treat Your order as

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6.9 If We discover an e Your order is pro reasonable efforts t cancel the Contract do wish to cancel th

scription of Your Subscription after You immediately and make all may, however, have the right to orm You of such an error and You to sub-Clause 13.4.

6.10 If the price of a Su order being placed be charged the pric

e ordered changes between Your order and taking payment, You will e time of placing Your order.

6.11 All prices on Our S order being placed

VAT rate changes between Your the amount of VAT payable will be

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automatically adjust

7. Orders – How Contracts

7.1 Our Site will guide you through the process of purchasing a Subscription and setting up an Account. You will be given the opportunity to amend it. Please email us before submitting it.

7.2 If, during the order process, you provide incorrect information (including the type of Paid Content you wish to purchase). If We are unable to process your order due to incorrect information, We will not be responsible for a refund. We will cancel Your order and You will be responsible for any charges. You providing incorrect information.

7.3 No part of Our Site constitutes a contractual offer capable of acceptance. Your order to purchase Paid Content may, at Our sole discretion, constitute a contractual offer that We accept. [We will not be bound by Us sending You an order confirmation. We will only send You a Subscription Confirmation once we have received payment from You and there will be a legally binding Contract between Us and You.]

7.4 Subscription Confirmation

7.4.1 Your Subscription

7.4.2 Confirmation of the main characteristics of the Paid Content as part of it

7.4.3 Fully itemised list of the Paid Content and any additional charges;

7.4.4 The duration of the Paid Content [expiry] [and any other relevant information]

7.4.5 Confirmation that the Paid Content will be made available to You and that You will lose Your legal right to cancel upon accessing the Paid Content as set out in clause 12.1;

7.4.6 In relation to any specific Paid Content (or recorded) event, item, series, collection or items or Background Items, the time/date when or period during which it can be accessed;

7.4.7 <<insert additional information as required>>.

7.5 In the unlikely event that We cannot fulfil Your order for any reason, We will expect payment will be taken under normal circumstances. If We do, any such sums will be refunded to You as soon as possible within <<insert period>>.

7.6 Any refunds under this clause will be issued to You as soon as possible, and in any event within <<insert period>> of the day on which the event

process of setting up an Account and see the attachment below as to Your purchase of a Subscription, Your order for the Subscription and We have checked Your order carefully before

Us with incorrect or incomplete information about You or the Paid Content. Please contact Us as soon as possible. We will not be bound by Us due to incorrect or incomplete information. We will not be responsible for a refund. We will cancel Your order and You will be responsible for any charges. You providing incorrect information.

ual offer capable of acceptance. constitutes a contractual offer that We accept. [We will not be bound by Us sending You an order confirmation. We will only send You a Subscription Confirmation once we have received payment from You and there will be a legally binding Contract between Us and You.]

following information:

ordered including full details of the Paid Content and Paid Content available

Subscription including, where appropriate, any additional charges;

(including the start date, and the duration of the Paid Content)

ment that the Paid Content will be made available to You and that You will lose Your legal right to cancel upon accessing the Paid Content as set out in clause 12.1;

r recorded) event, item, series, collection or items or Background Items, the time/date when or period during which it can be accessed;

required>>.

or cannot fulfil Your order for any reason, We will expect payment will be taken under normal circumstances. If We do, any such sums will be refunded to You as soon as possible within <<insert period>>.

issued to You as soon as possible, and in any event within <<insert period>> of the day on which the event

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triggering the refund

7.7 Refunds under this that You used when request that We ma

using the same payment method description [unless You specifically ent method].

8. Payment for Subscription

8.1 Payment for each S chosen payment m send You a Subsc You will be shown a

s be made in advance in full. Your when We process Your order and s usually occurs immediately and ur payment)].

8.2 We accept the follow

t on Our Site:

8.2.1 <<insert pa

8.2.2 <<insert pa

8.2.3 <<insert pa

8.2.4 <<add furth

required>>.

8.3 If You do not make access to the Paid 9.6. If You do not m may cancel the Cor payable.

s on time, We will suspend Your nation, please refer to sub-Clause ssert period>> of Our reminder, We ums due to Us will remain due and

8.4 If You believe that V Us at <<insert em know. You will not b

n incorrect amount, please contact as reasonably possible to let Us ent while availability is suspended.

9. Provision of Paid Content

9.1 We undertake to n Content for which Y permitted use of s attributable to Us, refund.

n these Terms of Sale the Paid choose not to access or make any Content or, for any reason not o, You will not be entitled to any

9.2 All Paid Content w in accordance with Confirmation for the until You end the C

subscription will be available to You when We send You a Subscription ription, including any renewals, or the following:

9.2.1 An item of F information either (a) if scheduled t other non l which it is o

will be available when stated in the it before You place Your order, n, the time and date when it is art; or (b) if it is a pre-recorded or background Item, the period within ess.

9.2.2 If an item reasonable e scheduled to previous live and/or to ot normally exc by more tha provider of t inconveni

livestream item, We will use all available and start it at the time it l s be delayed either by overrun of a ng made available by Us to You instances. Any such delay will not nutes>> but if the start is delayed will <<Insert details of how the pensate >> to compensate for any esult.

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9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You agree that Your access to the Paid Content will be made available to You to access immediately after the order is placed. If You do not expressly acknowledge that by accessing (e.g. clicking on a link) any Paid Content, You will lose Your legal right to access that Paid Content. Please see sub-Clause 9.4.

9.4 In some limited circumstances, We may be required to suspend the provision of Paid Content (in full or in part) for the following reasons:

9.4.1 To fix technical errors or make necessary minor technical changes;

9.4.2 To update the Paid Content to comply with relevant changes in the law or other applicable regulations;

9.4.3 To make necessary changes to the Paid Content, as described above in sub-Clause 9.4.

9.5 If We need to suspend the availability of Paid Content for any of the reasons set out in sub-Clause 9.4, We will notify You in advance of the suspension and explain why it is necessary. If the suspension is urgent or emergency, We will notify You as soon as reasonably possible after suspension. [If You have a Subscription for Paid Content, Your Subscription will be suspended for a period equivalent to the length of the suspension [(unless otherwise specified) or, if it is less than <<insert period>>]]. If the suspension lasts for a period of <<insert period>>, We will refund to You the amount of the Contract as described below in sub-Clause 13.2.

9.6 We may suspend provision of Paid Content as follows if We do not receive payment on time from You: if You do not pay You of the non-payment on the due date, however if You do pay within <<insert period>> of Our notice, We may suspend provision of the Paid Content until We have received payment. If You do not pay within <<insert period>> of Our notice, We may suspend provision of the Paid Content until We have received payment. You will not be charged for any provision of the Paid Content while suspended.

9.7 Any refunds under this Clause will be issued to You as soon as possible, and in any event no later than 30 days of the day on which the event triggering the refund occurred.

9.8 Refunds under this Clause will be issued to You using the same payment method that You used when You purchased the Paid Content [unless You specifically request that We make the refund using a different method].

10. Licence

10.1 When You purchase Paid Content, We will grant You a limited, non-exclusive, non-transferable, non-sublicensable licence for You to access, participate in, and use the Paid Content for Your personal, non-commercial purposes (this Clause and the licence granted does not give You any rights in or to the Paid Content that We may licence from third parties).

10.2 The licence granted to You under this Clause is subject to the following usage restrictions and/or prohibitions:

10.2.1 You may not copy, reproduce, resell, republish, share, broadcast or otherwise use the Paid Content (or any part of it) or make it available to any third party.

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Designs and
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is permitted under the Copyright
Chapter 3 'Acts Permitted in relation

10.2.2 When You
item or even
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customers),
query about
having regis

an facility to access a Paid Content
communicate or make accessible to any
or participates in it as one of Our
, image or otherwise) except for a
at item or event which is proper
and]

10.2.3 <<Insert ad

or permissions as required>>.

11. Problems with the Paid C

11.1 We undertake to p
purpose, and as de
Content available th
act, please contact
problem. Your avail

at is of satisfactory quality, fit for
sonable care and skill. If any Paid
does not comply or We do not so
ably possible to inform Us of the
follows:

11.1.1 If the Paid
replaceme

u will be entitled to a repair or a

11.1.2 If We cann
within a re
You, You n

has not been (or cannot be) fixed
hout significant inconvenience to
partial refund.

11.1.3 If You can
other con
reasonable
compensat

ult has damaged Your device or
because We have not used
may be entitled to a repair or
Clause 14.3 for more information.

11.2 [Please note that V
You of the fault(s) o
accessed it and it
example, if the Paid
have warned You t
other content), if Y
purpose that is nei
resulted from Your
is the result of misu

ter this Clause 11 if We informed
particular Paid Content before You
has now caused the problem (for
an alpha or beta version and We
s that could harm Your device or
e Paid Content for an unsuitable
nown to Us and the problem has
for that purpose; or if the problem
ess damage.]

11.3 If there is a proble
contact details>> or
<<insert name or de
problem.

nt, please contact Us at <<insert
Our Site <<insert link>> to inform
omer services department>> of the

11.4 Refunds (whether
Clause 11 will be
agree that You are

y reductions in price) under this
ar days of the day on which We

11.5 Refunds under this
that You used whe
request that We ma

using the same payment method
scription [unless You specifically
ent method].

11.6 For further informa
local Citizens' Advic

a consumer, please contact Your
ndards Office.

12. Cancelling Your Subscrip

12.1 If You are a Consu

ean Union, by default You have a

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legal right to a “cooling-off” period for any reason, including a change of mind, and receive a full refund. The period of the Cooling-Off Confirmation (i.e. when You access (or attempt to access) any Paid Content) ends 14 calendar days after the date of the Confirmation, whichever occurs first.

12.2 After the cooling-off period, You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund or access to the Paid Content for the remainder of Your current Subscription period (or until the renewal or expiry date, as applicable), where applicable.

12.3 If You purchase a Subscription (or allow Your Subscription to renew by mistake), You may cancel Your Subscription as soon as possible and do not attempt to access any Paid Content since the date of purchase (or the date of renewal, as appropriate) of the Subscription. We will issue a full refund. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content (up until the renewal or expiry date, as applicable).

12.4 If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your decision by email or by post. For Your convenience We will include [a link to] our cancellation page on Our Site <<insert link>> and will confirm the cancellation by email or by post. Cancellation by email or by post is effective only if You send Us Your message. If You would prefer to cancel, please use the following details:

12.4.1 Telephone: <<insert telephone number>>;

12.4.2 Email: <<insert email address>>;

12.4.3 Post: <<insert postal address>>

in each case, please provide Your name, address, email address, telephone number and account details.

12.5 [We may ask You to provide details of the services You wish to cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to do so. Details if You do not wish to.]

12.6 Refunds under this Clause 12 will be made 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.

12.7 Refunds under this Clause 12 will be made to You using the same payment method that You used when You purchased the Subscription [unless You specifically request that We make the refund by a different method].

13. Your Other Rights to End Your Subscription

13.1 You may end the Subscription if We have informed You of a forthcoming change to the Paid Content (as described in sub-Clauses 6.3 or 6.4) that You do not agree to. If the change is set to take effect before the end of Your current Subscription, We will issue a refund (of a certain type of refund>>. If the change is set to take effect after the end of Your current Subscription, the change will not take effect and the Contract will continue to apply for the remainder of Your current Subscription period and You will

which You can cancel the Contract if You change Your mind, and receive a full refund. We have sent You Your Subscription Confirmation (i.e. when You and Us is formed) and ends 14 calendar days after the date of the Confirmation, whichever occurs first.

You may cancel Your Subscription at any time. However, subject to Clause 13, We cannot offer any refund or access to the Paid Content for the remainder of Your current Subscription period (or until the renewal or expiry date, as applicable), where applicable.

If You purchase a Subscription (or allow Your Subscription to renew by mistake), You may cancel Your Subscription as soon as possible and do not attempt to access any Paid Content since the date of purchase (or the date of renewal, as appropriate) of the Subscription. We will issue a full refund. If You have accessed any Paid Content since the Subscription has started, We will continue to have access to the Paid Content (up until the renewal or expiry date, as applicable).

If You wish to exercise Your right to cancel under this Clause 12, You may inform Us of Your decision by email or by post. For Your convenience We will include [a link to] our cancellation page on Our Site <<insert link>> and will confirm the cancellation by email or by post. Cancellation by email or by post is effective only if You send Us Your message. If You would prefer to cancel, please use the following details:

12.4.1 Telephone: <<insert telephone number>>;

12.4.2 Email: <<insert email address>>;

12.4.3 Post: <<insert postal address>>

in each case, please provide Your name, address, email address, telephone number and account details.

[We may ask You to provide details of the services You wish to cancel and may use any answers You provide to improve our services, however please note that You are under no obligation to do so. Details if You do not wish to.]

Refunds under this Clause 12 will be made 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.

Refunds under this Clause 12 will be made to You using the same payment method that You used when You purchased the Subscription [unless You specifically request that We make the refund by a different method].

You may end the Subscription if We have informed You of a forthcoming change to the Paid Content (as described in sub-Clauses 6.3 or 6.4) that You do not agree to. If the change is set to take effect before the end of Your current Subscription, We will issue a refund (of a certain type of refund>>. If the change is set to take effect after the end of Your current Subscription, the change will not take effect and the Contract will continue to apply for the remainder of Your current Subscription period and You will

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(including but not limited to any content or other content be... You appropriate co... this provision if:

om Our Site damages Your device... either repair the damage or pay... e that We will not be liable under

14.3.1 We have i... designed to

blem and provided a free update... applied the update; or

14.3.2 The dama... instructions

y Your own failure to follow Our

14.3.3 Your dev... requiremen... purchased

any relevant minimum system... de You aware of before You

14.4 Nothing in these Te... or personal injury ca... agents or sub-contr... Paid Content which... provided, not of saf... to Us.

it or exclude Our liability for death... (including that of Our employees, ... audulent misrepresentation, or for... es not match information that We... ot fit for any purpose made known

14.5 Nothing in these Te... consumer. For mor... Citizens Advice Bur

clude or limit Your legal rights as a... rights, please refer to Your local... s Office.

14.6 We will not be res... Content due to any... Contract resulting f... but not limited to... Attachment).

u are unable to access any Paid... forming Our obligations under the... Our reasonable control (including... e specifically referred to in the

15 Complaints and Feedback

15.1 We always welcom... all reasonable ende... Ours is a positive o... any cause for comp

tomers and, whilst We always use... Your experience as a customer of... ant to hear from You if You have

15.2 All complaints are h... and procedure, av... respectively.

with Our complaints handling policy... cation>> and <<insert location>>

15.3 If You wish to com... contact Us in one o

of Your dealings with Us, please

15.3.1 [In writing, ... address>>];

name and/or position>>, <<insert

15.3.2 [By email, a... email addre

ame and/or position>> at <<insert

15.3.3 [Using Our... the form;]

ing the instructions included with

15.3.4 [By contac... choosing o

<<insert telephone number>> [and... when prompted].]

16 How We Use Your Personal Information (Data Protection)

We will only use Your pers... Privacy Notice>> available... link to Cookie Policy>>].

Our <<insert document name, e.g... s)>> [and Cookie Policy <<insert

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17 Other Important Terms

- 17.1 We may transfer (and rights under these Terms of Sale (and under the Contract)) to a third party (this may happen, for example, if We are sold or otherwise transferred). If this occurs, You will be informed by Us in writing. Your obligations under the Terms of Sale (and the Contract) will not be affected and Our obligations under the Terms of Sale (and the Contract) will be transferred to the third party.
- 17.2 [You may not transfer Your obligations and rights under these Terms of Sale (and under the Contract)] to a third party without Our express written permission. We may not permit the transfer for certain reasons>>.]
- 17.3 The Contract is between You and Us. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court or other authority finds any part(s) of these Terms of Sale are unlawful, the remainder shall remain in full force and effect.
- 17.5 If We fail to take steps to enforce any of Our rights against You under these Terms of Sale (and under the Contract) at a later date, for example if You have become payable to Us, this failure will not prevent Us doing so at a later date and may require You to make any payment which is due to Us.
- 17.6 We may revise these Terms of Sale from time to time in response to changes in relevant laws and regulations. If We change these Terms of Sale, We will give You reasonable notice in writing. You may cancel if You are not happy with the changes (see Clause 3.1 above).

18 Law and Jurisdiction

- 18.1 These Terms and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of [England] [Northern Ireland] [Scotland].
- 18.2 As a Consumer, You are entitled to the benefit of mandatory provisions of the law in Your country of residence. Where Clause 18.1 above takes away or restricts those provisions, they will nevertheless apply to You to the extent that they are not inconsistent with those provisions.
- 18.3 As a Consumer, any proceedings or claim between You and Us relating to these Terms of Sale (or to the relationship between You and Us (whether contractual or otherwise)) shall be subject to the jurisdiction of the courts of [England] [Scotland, or Northern Ireland, as determined by Your country of residence].

1. Use of [the Zoom web-conferencing] service delivery platform for training or mentoring (“the Content”)

We [only] offer the Content to You (and/or the Tutor cannot attend the Content at Your home) for any reason other than that You can choose when You attend the Content.

We use technology which uses the appropriate technology to deliver the Content via the use [the Zoom cloud-based platform (“Zoom”)] **OR** [**<<insert description of other online platform/s offered>>**].

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Where We are to make an online service delivery platform, it will be on the following platform:

2. The technology that We will be providing

We will subscribe to [Zoom] [<<insert name of other online service delivery platform>>] and will pay for the subscription. We will act as “host” and to provide the [Zoom] [<<insert name of other online service delivery platform>>] facility.

To receive or participate in the [Zoom] [<<insert name of other online service delivery platform>>] within the scope of Your Subscription, You will need to use the [Zoom] [<<insert name of other online service delivery platform>>] facility or join that session: You will need to pay any fee or charge to use the Content made available by Your Subscription.

We do not provide any PC or any [Zoom] [<<insert name of other online service delivery platform>>] App or other software for use on a mobile phone or other hardware (“Device”) or other equipment or facilities.

3. The technology and other facilities that You are responsible for providing

It will be Your sole responsibility to ensure that You have access to, and familiarity with, all necessary technology to receive and participate in the Content via [Zoom] [<<insert name of other online service delivery platform>>].

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for the purpose of using the Content:

- (a) An appropriate fund to pay for the subscription;
- (b) An up to date [Zoom] [<<insert name of other online service delivery platform>>] App which is downloaded to Your Device, and installed on Your Device, so that You can receive the Content;
- (c) Stable, reliable, internet access;
- (d) A safe location with a suitable environment in which to watch, listen, speak, and otherwise to participate as needed, free from the presence of any other person to distract You or the Tutor;
- (e) Where the Device is used, an adequate microphone and/or loudspeaker as reasonably necessary to receive and participate in the Content;
- (f) Exercise/note books and any other materials or equipment that You will need to use the Content under Your Subscription.

We do not supply or make available any [Zoom] [<<insert name of other online service delivery platform>>] platform or any Paid Content. We are not a party to Your download and use of any Content and We will have no responsibility or liability to You in relation to the Content. You will be subject to and governed by the terms and conditions of the [Zoom] [<<insert name of other online service delivery platform>>] which are available on the platform to You imposes on such download and use of any Content.

for You by means of [Zoom] OR [Zoom] [<<insert name of other online service delivery platform>>] rather than any other platform.

providing

of other online service delivery platform. It will enable Us to provide the [Zoom] [<<insert name of other online service delivery platform>>] facility.

[Zoom] [<<insert name of other online service delivery platform>>] to join an online session which is available over the internet via the [Zoom] [<<insert name of other online service delivery platform>>] facility. You will need to pay any fee or charge to use the Content made available by Your Subscription.

mobile phone or other hardware (“Device”) or other equipment or facilities. You will need to use the Content made available by Your Subscription.

responsible for providing

You have access to, and familiarity with, all necessary technology to receive and participate in the Content via [Zoom] [<<insert name of other online service delivery platform>>].

You will need to ensure that You have access to and use the following non-exhaustive list of facilities for the purpose of using the Content:

- (a) An appropriate fund to pay for the subscription;
- (b) An up to date [Zoom] [<<insert name of other online service delivery platform>>] App which is downloaded to Your Device, and installed on Your Device, so that You can receive the Content;
- (c) Stable, reliable, internet access;
- (d) A safe location with a suitable environment in which to watch, listen, speak, and otherwise to participate as needed, free from the presence of any other person to distract You or the Tutor;
- (e) Where the Device is used, an adequate microphone and/or loudspeaker as reasonably necessary to receive and participate in the Content;
- (f) Exercise/note books and any other materials or equipment that You will need to use the Content under Your Subscription.

[Zoom] [<<insert name of other online service delivery platform>>] platform or any Paid Content. We are not a party to Your download and use of any Content and We will have no responsibility or liability to You in relation to the Content. You will be subject to and governed by the terms and conditions of the [Zoom] [<<insert name of other online service delivery platform>>] which are available on the platform to You imposes on such download and use of any Content.

Paid Content consisting of the name of other online service that is downloadable directly from

provided via the [Zoom] [insert name] platform but is instead

4. Scope of what We make available

We do not, and cannot, set up, maintain, or operate any technology. If You need any advice about technology, You should seek it from an appropriate third party. We cannot, give You any advice about what technology is needed

set up, maintain, or operate any technology. If You need any advice about technology, You should seek it from an appropriate third party. We cannot, give You any advice about what technology is needed

We do not claim to have any special need or use for the purpose of the Content. However, We may, if You request it, either before or after the Content, and without charge, offer suggestions in good faith to help You deal with that technology that You use. We do not therefore take on any responsibility or accept any liability for any such suggestion does not help You to resolve any problem or if such suggestion You experience any other problem, loss of or damage to Your Device or Your content is caused by that damage under sub-section

We do not claim to have any special need or use for the purpose of the Content. However, We may, if You request it, either before or after the Content, and without charge, offer suggestions in good faith to help You deal with that technology that You use. We do not therefore take on any responsibility or accept any liability for any such suggestion does not help You to resolve any problem or if such suggestion You experience any other problem, loss of or damage to Your Device or Your content is caused by that damage under sub-section

We will not be responsible for any damage to Your Content due to any failure of our service resulting from any cause beyond Our reasonable control. You will remain liable to pay for the Content that we have made available for You. Such damage (but are not limited to):

We will not be responsible for any damage to Your Content due to any failure of our service resulting from any cause beyond Our reasonable control. You will remain liable to pay for the Content that we have made available for You. Such damage (but are not limited to):

- (a) Where You are unable to access the Content (whether or not You have asked Us for help to resolve the problem); or
- (b) Any slow speed, interruption, inadequacy of, or complete failure of, our service (e.g. telecommunication service, audio or visual) that You use or rely on; or
- (c) Failure of or defects in the delivery platform>> that prevent You to make the Content available to You; or
- (d) Your inability to access the Content due to a failure of or defects in Our Site etc.

- (a) Where You are unable to access the Content (whether or not You have asked Us for help to resolve the problem); or
- (b) Any slow speed, interruption, inadequacy of, or complete failure of, our service (e.g. telecommunication service, audio or visual) that You use or rely on; or
- (c) Failure of or defects in the delivery platform>> that prevent You to make the Content available to You; or
- (d) Your inability to access the Content due to a failure of or defects in Our Site etc.

5. Account setup needed

In order to purchase any Service, You will first need to setup and activate an Account through the process of setting up an Account to Account setup.

In order to purchase any Service, You will first need to setup and activate an Account through the process of setting up an Account to Account setup.

You may not create an Account if You are under 18 years of age.

You may not create an Account if You are under 18 years of age.

We only offer Paid Content to individuals residing in the UK. You may only open an Account if You are in the UK.

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During the process of setting up an Account, You will be required to choose a password and user name. You should choose a strong password for Your Account.

During the process of setting up an Account, You will be required to choose a password and user name. You should choose a strong password for Your Account.

You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

You [will][may] be asked for details regarding Your Account, such as Your e-mail address.

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6. **Your responsibility for Your Account**

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

You are fully responsible for the confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that Your Account is not accessed by anyone else at the end of each session. You must ensure that Your password or Account or any other information relating to Your Account is not disclosed to anyone without our prior authorization from Us for the purposes of this Agreement.

You must never use anyone's personal information on a specific occasion in question.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect or out of date, it is Your responsibility to ensure that Your Account is updated accordingly.

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

If You wish to close and delete Your Account, You may do so via the '<<insert name>>' section of Our Website.

7. **Your privacy and security**

EITHER

[Note that all sessions that You attend are an individual private session.]

OR

[Where any session that You attend is delivered via video technology (not a pre-recorded video), it will also be accessible to all others who have purchased it and choose to attend it. You may specify that it is to be made available on that occasion only to You.]

Therefore, unless We specify otherwise, any session that You attend is only accessible to You, the following will apply:

- (a) When You sign in to the [platform>>], You should ensure that Your name is not visible to Our other customers;
- (b) You understand and agree that there is a risk that other customers and other people may see or hear You via the [Zoom] [<<insert name>>] App and Your Device) not only in the space and its surroundings and other people in or near the room but also in the session;
- (c) The space that You see or hear via the [platform>>] App and Your Device) not only in the space and its surroundings and other people in or near the room but also in the session;
- (d) There are potential risks to the confidentiality of information over technology that include, but are not limited to, the theft of information over technology that

Security

details with anyone. If You believe that Your Account is being used without Your permission, please contact Us immediately. We will not be liable for any loss or damage arising from the unauthorized use of Your Account.

You are fully responsible for the confidentiality of Your password and account information and for keeping it under Your password or Account. You must ensure that Your Account is not accessed by anyone else at the end of each session. You must ensure that Your password or Account or any other information relating to Your Account is not disclosed to anyone without our prior authorization from Us for the purposes of this Agreement.

You must never use anyone's personal information on a specific occasion in question.

When creating an Account, the information you provide must be accurate and complete. If any of Your information is incorrect or out of date, it is Your responsibility to ensure that Your Account is updated accordingly.

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

If You wish to close and delete Your Account, You may do so via the '<<insert name>>' section of Our Website.

When Content is accessed

any session that You attend is only accessible to You as an individual private session.

Where any session that You attend is delivered via asynchronous livestream audio and/or video technology (not a pre-recorded video), it will also be accessible to all others who have purchased it and choose to attend it. You may specify that it is to be made available on that occasion only to You.

Therefore, unless We specify otherwise, any session that You attend is only accessible to You, the following will apply:

- (a) When You sign in to the [platform>>], You should ensure that Your name is not visible to Our other customers;
- (b) You understand and agree that there is a risk that other customers and other people may see or hear You via the [Zoom] [<<insert name>>] App and Your Device) not only in the space and its surroundings and other people in or near the room but also in the session;
- (c) The space that You see or hear via the [platform>>] App and Your Device) not only in the space and its surroundings and other people in or near the room but also in the session;
- (d) There are potential risks to the confidentiality of information over technology that include, but are not limited to, the theft of information over technology that

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- (e) We cannot ensure sessions involving C
- (f) In any event, it will space to use when Your privacy and th

ty due to the nature of two-way well as You;
 o ensure that You have a suitable o-way session in order to protect at space.

We will not be liable to You with the above requirement

arising from Your failure to comply

8. Health and Safety

You acknowledge and agre

- (a) When You purcha participate in any se
 [We advise You to which You are aw session.]

[at least 48 hours] before You
 quirement, problem or condition of evant to You participating in that

OR

- (b) Due to the remote cannot supervise, party to do so), if d any other problem.

nt, problem or condition of which You participating in that session. hat You tell Us, and] inform You if a Subscription because of the in question. If We do accept Your any instructions provided by Us

9 Tutors, [and professional

Please note that:

- (a) We will in Our discretio Subscription comprises

assign to each session. Where a We

EITHER

- (a) [may assign different T the changes of Tuto Subscription.]

ns but will endeavour to minimize o the next in relation to each

OR

- (a) [will ensure as far as w to those sessions, and session to the next in re

so, that We assign the same Tutor minimize changes of Tutor from one on.]

- (b) In any event, the Tut qualified and/or experie competent to conduct t

any session will be appropriately level for that session and will be

- (c) Details of actual or mi may or will assign to ar are able to and consid include on our Site bri

experience of the Tutors who We ple to see on our Site. [Where We ul to our customers to do so, We current and former relevant roles

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with other organisations

(d) [If before You purchase a Tutor, We will provide You with a professional reference for the Tutor, and evidence of the subject [and evidence of the Tutor's qualifications]]

10 **Scope of Our Content**

Content offered: We offer individual tuition for the general or particular life skill, or any knowledge, skill or experience in any business, commercial, professional, technical, IT or creative subject etc offered by Tutors>>.

Period of sessions: Where We provide individual tuition for You (or any other period that We agree)

[Trial session: Where You receive any live two-way interactive tuition from Us for the relevant subject, We will agree to provide a single live two-way interactive session as a trial for up to <<insert number e.g. 30 >> minutes so that You can decide whether to proceed with further sessions with Us in that subject.]

Your Progress: Whilst We will endeavour to ensure that You make satisfactory progress in the subject, this will depend on various factors, including, but not limited to, the number and frequency of sessions, whether they are interactive or recorded sessions, any preparation or other tasks or work done by You set or suggested by the Tutor, and Your aptitude.

Satisfactory progress cannot be guaranteed, and We make no warranty or representation that any particular result will be brought about (including, where relevant, passing an examination) as a result of You taking part in or viewing any session(s).

Attendance: If You are not present for a session for any reason it is solely Your responsibility to ensure that You attend an additional session if necessary.

Punctuality: We expect You to be present for a session at least 5 minutes before the scheduled start time of the session and You are ready to start on time.

Course or other equipment: We may make suggestions as to any equipment, textbooks, materials or items that You should read, view, purchase or otherwise obtain, but We cannot provide such materials or items for You.

Practise/Homework/Task: We may give You at the end of a session a [practise/Homework/Task] to complete, and You should complete it/them in a quiet place to [practice][study] without interruption.]

Our commitment, amount of time and days: We will agree to teach You at the agreed times and days. It is not possible to guarantee a particular number of sessions, and We may recommend to You, as and when appropriate, when to attend an examination.] [We may

request Us to provide You with [a] Tutor, We will assign to present the sessions for You, and ability and experience of the Tutor, and evidence of the subject [and evidence of the Tutor's qualifications]]

skills of the general or particular life skill, or any knowledge, skill or experience in any business, commercial, professional, technical, IT or creative subject etc offered by Tutors>>.

two-way interactive session, We will agree to provide a single live two-way interactive session as a trial for up to <<insert number e.g. 30 >> minutes so that You can decide whether to proceed with further sessions with Us in that subject.]

received any live two-way interactive tuition from Us for the relevant subject, We will agree to provide a single live two-way interactive session as a trial for up to <<insert number e.g. 30 >> minutes so that You can decide whether to proceed with further sessions with Us in that subject.]

We will endeavour to ensure that You make satisfactory progress in the subject, this will depend on various factors, including, but not limited to, the number and frequency of sessions, whether they are interactive or recorded sessions, any preparation or other tasks or work done by You set or suggested by the Tutor, and Your aptitude.

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session at least 5 minutes before the scheduled start time of the session and You are ready to start on time.

We may make suggestions as to any equipment, textbooks, materials or items that You should read, view, purchase or otherwise obtain, but We cannot provide such materials or items for You.

We may give You at the end of a session a [practise/Homework/Task] to complete, and You should complete it/them in a quiet place to [practice][study] without interruption.]

We will agree to teach You at the agreed times and days. It is not possible to guarantee a particular number of sessions, and We may recommend to You, as and when appropriate, when to attend an examination.] [We may

[study][training] such as re
of such opportunities.]

11 Your Commitment

Preparation for each session
completing any assignments
Adequate preparation for session
you require guidance with a
contactable by email/phone

[Records: You should provide
in the form of <<e.g. a notebook
information useful or necessary
task or assignment or to provide

12 Provision of items by You

We are not responsible for obtaining
We [may][will] recommend to You
and You should adopt any records
equipment, materials or items that

third parties where We are aware

tend each session prepared by
r You at the previous session.
result in satisfactory progress. [If
between sessions, We are [usually]
provide some help remotely.]

n diary [and this [should] [can] be
can make notes, setting out any
ing, practising or carrying out any
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oment, materials items for You but
items that You will or might need,
to choose to] make to You as to

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