

TERMS OF SALE AND SUBSCRIPTION FOR A MINOR

BACKGROUND:

- (A) These Terms of Sale together with any and all other documents referred to in the attachment 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 the School's Learning Materials, and any other content sold by Us to Consumers through the School's Learning Materials Platform (the "Platform").
- (B) Terms and information that are set out in the attachment below for e-learning tutor's lessons for a minor from the School's Learning Materials Platform (the "Platform") [or] [web conferencing] [or] [any other platform offered] are set out in the attachment below and will have the same effect as if set out in these Terms of Sale.
- (C) Please read these Terms of Sale carefully and ensure that You understand them before You make any decision about 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 Subscription and access Policy.**
- (D) All of the information that We give to You as a Consumer whether:
- (i) are required by law to give to You;
 - (ii) voluntarily give to You when You order a Subscription or when You make any decision about the Subscription.
- We give You some of that information in the attachment below set out in these Terms of Sale.
- (E) Paid Content is intended for use by a person who is under the age of 18 (a minor) and therefore the Subscription must be purchased for them only by a parent or guardian of that person.
- (F) These Terms of Sale, as well as the attached Subscription and access Policy, are in the English language only.
- (G) These Terms of Sale apply to the use of Our Site are separate and distinct from the Terms of Use of Our Site under the heading "Website Terms of Use".

1. Definitions and Interpretation

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

"Account"

"Background Items"

“Consumer”

“Contract”

“Paid Content”

“Student”

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al customer who, as parent or
ent, purchases any Subscription to
sing any Paid Content which is to
for the Student's personal use and
or mainly outside the purposes of
craft or profession;

between Us and You for the
scription for the Student to access
explained in Clause 7;

(including text, graphics, images,
mprising any session of teaching,
or other form of learning or
background Items or other course
tion or materials which We offer.
round Items and other information
by Us through Our Site and made
[or] [via] Our Site] by means of:

us livestream audio and/or video
oom, GoToMeeting, Skype for
ams), WebEx];

ream video and/or audio;]

non downloadable video and/or

er viewable) text, graphics, video,
tems or information, including

e more fully described in other
give or make available to You
Subscription. That information may
of any teacher(s) or tutor(s)
ent on Our behalf but whether it
o so, We may, if so We decide in
time and without notice substitute
(s) who is suitably qualified and

o is under the age of 18 (minor) for
guardian, You set up an Account
purchase any Paid Content for
use;

“Subscription”

“Subscription Confirmation”

“Subscription ID”

“We/Us/Our”

“You”

2. Information About Us

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

2.2 [We are regulated by

2.3 [We are a member of

2.4 [<<insert further info

3. Contacting Us

3.1 If You wish to contact Us by telephone at <<insert address>>, or by post

3.2 For matters relating to your Subscription or Account, please contact Us by tele

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n to Our Site purchased by You with the entitlement and access to You can make available to the rises either:

specific single events or items;

series or collections of two or more or items; and/or

or all types of events or items via Our Site; and

d Items.

information about the times and dates s to (a), (b) and (c) before You subscription (as to which, see sub-

will include access to the for the whole period of the ey will all be accessible as soon as Subscription Confirmation;

ance and confirmation of Your rscription;

number for Your Subscription;

business name>> [, a company and under <<insert company registered address is <<insert > and whose main trading address address>>; and

er who sets up an Account and option as the parent or guardian of

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

gulator(s)>>.]

sociation(s) etc.>>.]

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

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

- address>>, or by post at <<insert address>>.
- 3.3 For matters relating to the Site, please contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>, by post at <<insert address>> or by any of the methods set out in the General Clauses above.
- 3.4 To make a complaint, please contact Us by any of the methods set out in the General Clauses above.
- 4. Age Restriction and Consent**
- Only if a person is aged at least 18 years may they set up an Account or purchase a Subscription or make access to the Paid Content available to a third party. However, that person may be a minor.
- 5. Business Customers**
- These Terms of Sale and the General Clauses do not apply to customers purchasing Subscriptions and access to Paid Content in the course of any business trade, craft or profession carried on by the customer or on behalf of a person/organisation.
- 6. Subscriptions, Paid Content and Availability**
- 6.1 [We make all reasonable efforts to ensure that all descriptions of Subscriptions and Paid Content from Us correspond to the actual Subscriptions and Paid Content that the Student will receive. [Please note, however, that there may be minor differences or discrepancies that may arise.]
- 6.2 [Please note that we do not exclude Our responsibility for mistakes due to negligence or error on the part of Us. This refers only to minor discrepancies between the Paid Content and the actual Paid Content received by the Student. Please refer to Clause 11 for more information.]
- 6.3 We may from time to time change the price of any Subscription or Paid Content. Changes in price will not affect any Subscription or Paid Content already purchased but will apply to any new Subscriptions or Paid Content purchased. We will inform You of any change in price at least <<insert number of days>> 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 13.1.
- 6.4 Minor changes may be made to certain Paid Content, for example, to reflect changes in law and regulatory requirements, or to address technical issues. These changes will not alter the main characteristics of the Paid Content and should not normally affect Your use of the Paid Content. However, if any change is made that would affect Your use of the Paid Content, suitable alternative Paid Content will be provided to You.
- 6.5 In some cases, as described in the Paid Content descriptions, We may also make more significant changes to the Paid Content. If We do so, We will inform You of the changes before the changes are due to take effect. If You do not agree to such a change, You may cancel the Contract as described in sub-Clause 13.1.
- 6.6 Where any updates are made to the Paid Content, that Paid Content will continue to be available to You before You purchased Your Subscription for access to the Paid Content. Please note that this does not prevent Us from updating the Paid Content, thereby going beyond the original description.
- 6.7 We make all reasonable efforts to ensure that all prices shown on Our Site are correct at the time of posting and that the pricing information is reviewed and updated regularly.

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6.8 All prices are checked
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processing Your or
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cancelled and notify

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

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

6.11 All prices on Our S
order being placed
automatically adjust

7. Orders – How Contracts

7.1 Our Site will guide
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7.2 If, during the orde
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Content that results

7.3 No part of Our Site
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by Us sending You
sent You a Subscri
between Us and Yo

7.4 Subscription Confir

7.4.1 Your Subse

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accept Your order. In the unlikely
information, We will contact You in
the correct price is lower than that
will simply charge You the lower
t. If the correct price is higher, We
Subscription at the correct price or to
of it). We will not proceed with
u respond. If We do not receive a
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to sub-Clause 13.4.

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order and taking payment, You will
the time of placing Your order.

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

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

Us with incorrect or incomplete
incomplete information about the
Student requires) please contact
e to process Your order due to
contact You to ask to correct it. If
te information within a reasonable
er and treat the Contract as being
ny delay in the availability of Paid
rect or incomplete information.

ual offer capable of acceptance.
stitutes a contractual offer that We
knowledge of receipt of Your
ed it.] Our acceptance is indicated
tion by email. Only once We have
here be a legally binding Contract

following information:

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7.4.2 Confirmation of the main characteristics of the Product as part of it

7.4.3 Fully itemised list of the charges applicable to the Subscription including, where appropriate, any optional charges;

7.4.4 The duration of the Subscription, including the start date, and the [expiry] [and]

7.4.5 Confirmation that the Paid Content will be made available to You immediately and that You will lose Your Licence to access the Paid Content upon accessing the Paid Content in sub-Clause 12.1;

7.4.6 In relation to any (recorded) event, item, series, collection or items or Background Items constituting the Paid Content, 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 exp

7.6 Any refunds under this clause will be issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund

7.7 Refunds under this clause will be made using the same payment method that You used when You made the request that We make the refund

8. Payment for Subscription

8.1 Payment for each Subscription will be made in advance in full. Your chosen payment method will be debited when We process Your order and we will send You a Subscription Confirmation Receipt (usually occurs immediately and Your payment) [and we will send You a Receipt (usually occurs immediately and Your payment)].

8.2 We accept the following payment methods on Our Site:

8.2.1 <<insert payment method>>

8.2.2 <<insert payment method>>

8.2.3 <<insert payment method>>

8.2.4 <<add further payment methods as required>>.

8.3 If You do not make payment by the due date, on time, We will suspend Your and the Student's access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not receive Our reminder, We will remain due and

8.4 If You believe that We have charged an incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

9. Provision of Paid Content

9.1 We undertake to make available to You on these Terms of Sale the Paid

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

Subscription including, where appropriate, any optional charges;

(including the start date, and the

ment that the Paid Content will be made available to You immediately and that You will lose Your Licence to access the Paid Content upon accessing the Paid Content in sub-Clause 12.1;

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

required>>.

or cannot fulfil Your order for any reason, We will exp

issued to You as soon as possible, and in any event no later than the day on which the event triggering the refund

using the same payment method that You used when You made the request that We make the refund

s be made in advance in full. Your chosen payment method will be debited when We process Your order and we will send You a Subscription Confirmation Receipt (usually occurs immediately and Your payment) [and we will send You a Receipt (usually occurs immediately and Your payment)].

t on Our Site:

required>>.

on time, We will suspend Your and the Student's access to the Paid Content. For more information, please refer to sub-Clause 9.6. If You do not receive Our reminder, We will remain due and

n incorrect amount, please contact Us at <<insert email address>> as reasonably possible to let Us know. You will not be entitled to a refund while availability is suspended.

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Content for the Student to choose not to access the Paid Content or, for any reason, to do so, You will not be

9.2 All Paid Content will be available to You for the Student in accordance with a Subscription Contract, including any renewals, or until terminated.

9.2.1 An item of Paid Content will be made available to You when stated in the information provided to You, either (a) if it is a live broadcast, the time and date when it is scheduled to be made available; or (b) if it is a pre-recorded or background Item, the period within which it is available.

9.2.2 If an item of Paid Content is scheduled to be made available to You and/or to others by Us, but is delayed by more than the period normally expected by the provider of the Paid Content, We will use all reasonable endeavours to make it available and start it at the time it is made available to You and/or to others. Any such delay will not be compensated for, but if the start is delayed by more than the period normally expected by the provider of the Paid Content, We will use all reasonable endeavours to compensate for any inconvenience.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You agree to make the Paid Content available to the Student to access. If You do not expressly acknowledge that You agree to make the Paid Content available to the Student to access, You will lose access to the Paid Content (the "cooling-off period") as access by You.)

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

9.4.1 To fix technical issues 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 9.2.2.

9.5 If We need to suspend the provision 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 for a dangerous problem with the Paid Content, in which case We will suspend availability for as soon as reasonably possible while availability is suspended and the period equivalent to the length of the suspension is less than <<insert period>>]]. If the suspension is for any other reason, it is going to last) for more than <<insert period>>, We will terminate the Paid Content as described below in sub-Clause 13.2.

9.6 We may suspend the provision of Paid Content as follows if We do not receive

subscribe but if You or the Student choose not to access the Paid Content or, for any reason, to do so, You will not be able to do so.

Subscription will be available to You for the Student in accordance with a Subscription Contract, including any renewals, or until terminated and subject to the following:

9.2.1 An item of Paid Content will be made available to You when stated in the information provided to You, either (a) if it is a live broadcast, the time and date when it is scheduled to be made available; or (b) if it is a pre-recorded or background Item, the period within which it is available.

9.2.2 If an item of Paid Content is scheduled to be made available to You and/or to others by Us, but is delayed by more than the period normally expected by the provider of the Paid Content, We will use all reasonable endeavours to make it available and start it at the time it is made available to You and/or to others. Any such delay will not be compensated for, but if the start is delayed by more than the period normally expected by the provider of the Paid Content, We will use all reasonable endeavours to compensate for any inconvenience.

9.3 When You place an order for Paid Content, You will be required to expressly acknowledge that You agree to make the Paid Content available to the Student to access. If You do not expressly acknowledge that You agree to make the Paid Content available to the Student to access, You will lose access to the Paid Content (the "cooling-off period") as access by You.)

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

9.4.1 To fix technical issues 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 9.2.2.

9.5 If We need to suspend the provision 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 for a dangerous problem with the Paid Content, in which case We will suspend availability for as soon as reasonably possible while availability is suspended and the period equivalent to the length of the suspension is less than <<insert period>>]]. If the suspension is for any other reason, it is going to last) for more than <<insert period>>, We will terminate the Paid Content as described below in sub-Clause 13.2.

9.6 We may suspend the provision of Paid Content as follows if We do not receive

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payment on time from the due date, however if You do not pay on time, We may suspend provision of the Paid Content until We have received payment. You will not be charged for any

of the non-payment on the due date, however if You do not pay on time, We may suspend provision of the Paid Content until We have received payment. You will not be charged for any

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.

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 made the purchase [unless You specifically request that We make the refund by a different method].

using the same payment method that You used when You made the purchase [unless You specifically request that We make the refund by a different method].

10. Licence

10.1 When You purchase Paid Content, We will grant You a non-transferable, non-sublicensable licence to access, use and the Student's use of the relevant Paid Content for Your personal purposes. The licence granted to You does not give You a right to copy, reproduce or distribute any material that We make available to You in Our Paid Content (including any software).

When You purchase Paid Content, We will grant You a non-transferable, non-sublicensable licence to access, use and the Student's use of the relevant Paid Content for Your personal purposes. The licence granted to You does not give You a right to copy, reproduce or distribute any material that We make available to You in Our Paid Content (including any software).

10.2 The licence granted to You under sub-Clause 10.1 is subject to the following usage restrictions:

The licence granted to You under sub-Clause 10.1 is subject to the following usage restrictions:

10.2.1 Neither You nor the Student may copy, rent, sell, publish, republish, share, broadcast, transmit, or otherwise make available to the public (or any part of it) or make available to the public except as permitted under the Copyright Act 1988 (Chapter 3 'Acts Permitted in Relation to Copyright Material').

Neither You nor the Student may copy, rent, sell, publish, republish, share, broadcast, transmit, or otherwise make available to the public (or any part of it) or make available to the public except as permitted under the Copyright Act 1988 (Chapter 3 'Acts Permitted in Relation to Copyright Material').

10.2.2 When You access a Paid Content, You and the Student must not communicate with any other person (who also accesses or uses the Paid Content) anything (by voice, text, or otherwise) except for a query about or contribution to the content of the Paid Content which is proper having regard to the nature of the Paid Content.

When You access a Paid Content, You and the Student must not communicate with any other person (who also accesses or uses the Paid Content) anything (by voice, text, or otherwise) except for a query about or contribution to the content of the Paid Content which is proper having regard to the nature of the Paid Content.

10.2.3 <<Insert additional restrictions as required>>.

<<Insert additional restrictions as required>>.

10.3 You must ensure that You and the Student comply with the above restrictions, and You will be responsible for any breach of the restrictions if You failed to do so.

You must ensure that You and the Student comply with the above restrictions, and You will be responsible for any breach of the restrictions if You failed to do so.

11. Problems with the Paid Content

11.1 We undertake to provide Paid Content that is of satisfactory quality, fit for purpose, and as described. If any Paid Content available to You does not comply or We do not so reasonably possible to inform Us of the problem. Your available remedies are as follows:

That is of satisfactory quality, fit for purpose, and as described. If any Paid Content available to You does not comply or We do not so reasonably possible to inform Us of the problem. Your available remedies are as follows:

11.1.1 If the Paid Content has not been (or cannot be) fixed without significant inconvenience to You, You will be entitled to a repair or a replacement.

You will be entitled to a repair or a replacement.

11.1.2 If We cannot fix the Paid Content within a reasonable time, You will be entitled to a partial refund.

If We cannot fix the Paid Content without significant inconvenience to You, You will be entitled to a partial refund.

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inform Us of Your
convenience We of
include [a link to] it
or by post is effecti
You would prefer t
details:

12.4.1 Telephone

12.4.2 Email: <<in

12.4.3 Post: <<ins

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telephone number,

12.5 [We may ask You v
You provide to imp
You are under no o

12.6 Refunds under this
in any event within
You wish to cancel.

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

13. Your Other Rights to End

13.1 You may end the
forthcoming change
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Subscription, We w
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d to You as soon as possible, and
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if We have informed You of a
the Paid Content (as described in
of Sale that You do not agree to. If
You before the end of Your current
ert type of refund>>. If the change
xpiry of Your current Subscription,
scription period and You and the
Paid Content until that date.

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e are going to suspend availability
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refund.

content will be significantly delayed
ol, You may end the Contract
s reason, We will issue You with a

description of Your Subscription or
contract as a result, You may end it
s reason, We will issue You with a

act at any time if We are in breach
rtial refund and compensation. For
refer to Your local Citizens Advice

within 14 calendar days of the date
ective, using the same payment

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Your Subscription [unless You
sing a different method].

- under this Clause 13, You may do so for Your convenience. We offer a link to the Terms of Use and will include [a link to] it with the email. We would prefer to contact Us directly to

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name, address, email address,

- cancel and may use any answers services, however please note that details if You do not wish to.]

## 14. Our Liability to Consume

- loss or damage that You or the Seller incur. The Seller's liability under any of these Terms of Sale (or the Seller's liability for any loss or damage) is foreseeable if it results from the Seller's negligence or if it is contemplated by the Seller. We will not be responsible for

- Commercial use only. We make no  
content is fit for commercial, business  
liable to You or the Student for any  
h to business, or for any loss of

- onable care and skill, any content from Our Site damages Your or the Student, We will provide appropriate compensation. Please note the following:

- problem and provided a free update  
applied the update; or

- our or the Student's own failure to

- not meet any relevant minimum  
made You aware of before You

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

- clude or limit Your legal rights as a  
For more details of Your or the  
local Citizens Advice Bureau or

- Trading Standards Commission
- 14.6 We will not be responsible for any Paid Content or any other content posted on the Site under the Contract (including but not limited to any content referred to in the Attachment).
- 15 Complaints and Feedback**
- 15.1 We always welcome feedback from our customers and, whilst We always use all reasonable endeavours to resolve any issues, Your experience as a customer of Ours is a positive one. We would like to hear from You if You have any cause for complaint.
- 15.2 All complaints are handled in accordance with Our complaints handling policy (the "Policy") available at <<insert location>> and <<insert location>> respectively.
- 15.3 If You wish to complain, please contact Us in one of the following ways:
- 15.3.1 [In writing, to <<insert name and/or position>>, <<insert address>>;]
- 15.3.2 [By email, at <<insert name and/or position>> at <<insert email address>>;]
- 15.3.3 [Using Our Complaints Form (the "Form") by completing the instructions included with the form;]
- 15.3.4 [By contacting Us on <<insert telephone number>> [and <<insert fax number>> when prompted].]
- 16 How We Use Your Personal Data (Data Protection)**
- We will only use Your personal data as set out in Our <<insert document name, e.g. Privacy Policy>> from <<insert location(s)>> [and Our Cookie Policy <<insert link>>].
- 17 Other Important Terms**
- 17.1 We may transfer (including by way of Sale (and under the Contract)) all or part of Our obligations and rights under these Terms of Sale to a third party (this may happen, for example, if We are sold to another company). 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. You and the third party will remain bound by them.
- 17.2 [You may not transfer or assign any of Our obligations and rights under these Terms of Sale (and under the Contract) without Our express written permission. We reserve the right to refuse such permission for any reasons>>.]
- 17.3 The Contract is between Us and You. No other person shall have any rights to enforce any of its terms.
- 17.4 If a court or other authority declares 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 the Contract, this will not prevent Us doing so at a later date, for example if You have become payable to Us.

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**R [ <<insert name of other online**  
**online**

"Tutoring") [as an alternative that  
r cannot attend in-person (at Our

toring provided that You have the  
t to receive that Tutoring. For this  
nferencing platform ("Zoom")] **OR**  
**very method/s offered>>].**

able for the Student by means of **voice delivery platform>>]** rather  
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**roviding**

**other online service delivery**  
[Zoom] [**<<insert name of other**  
at subscription. It will enable Us to  
Student over the internet via the  
**livery platform>>**] facility.

[ <<insert name of other online  
 d to join a session which is within  
 to pay any fee or charge for the  
**other online service delivery**  
 only need to pay for the Tutoring

phone or other hardware ("Device")  
**vice delivery platform>>]** App or  
 any internet connection or service

able the Student to use [Zoom] platform>>].

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 r person to distract the Student or  
 ks, and any other books, materials  
 s advised by Us before You place

insert name of other online service  
s any Paid Content. We are not a  
d We will have no responsibility or  
e subject to and governed by such  
h] [<<insert name of other online  
der of the platform to You imposes

provided via the [Zoom] [<<insert term>>] platform but is instead

P

nt to obtain, set up, maintain, or  
d any assistance or advice about  
an appropriate third party. We do  
e about what technology is needed

ation to any technology that You or  
ng Tutoring. However, We may, if  
n of Tutoring, and without charge,  
lem with that technology that You  
of advice to either of you. We do  
any liability to either of you if any  
t to resolve any problem or if by  
experience any other problem, loss  
if Your Device or Your content is

damaged in circumstances covered by Clause 14.3.

We will not be responsible for any loss of access to any Tutoring due to the Contract resulting from any such case, You will remain liable for the Student. Such causes are limited to):

- (a) Where You or the Student (whether or not either has made suggestions as to how to resolve any technology problem); or
- (b) Any slow speed, interruption, inadequacy of, or delay in service (e.g. telecommunications, audio or visual) that You or the Student use or rely on;
- (c) Failure of or defects in the delivery platform>> making Tutoring available to the Student or You or the Student to make
- (d) Your or the Student's use of Our Site etc.

#### 5. **Account setup needed**

In order to purchase any Subscription, You will first need to setup an Account with Us. Our Site will guide You through the process of Account setup.

You may not create an Account if You are under 16 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.

When You open an Account, You will confirm that You request Us and give Us permission to use Your details appropriately according to each Subscription that You subscribe to.

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

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

#### 6. **Your responsibility for Your Account security**

You must not share Your Account details with anyone except the Student. If You believe that Your Account has been used without Your permission, please contact Us immediately for any unauthorised use of Your Account.

You are fully responsible for ensuring that the Student maintains the confidentiality of Your password and for all activities that occur under Your password. You must ensure that You or the Student log out from Your Account at the end of the Student's access of Tutoring. You must immediately notify Us of any unauthorised use of Your password or Your Account.

in respect of that damage under sub-clause 14.3.

Student if the Student is unable to perform Our obligations under the Contract for reasonable control. In any such case, We have made available to You the same level of control may include (but are not limited to):

resolve any technology problem for Us for or We have offered any alternative; or

any other breakdown, unavailability or interruption of service or any other equipment or service (e.g. telecommunications, audio or visual) that You or the Student use or rely on;

the name of other online service providers or You or the Student to make

available due to failure of or defects in the delivery platform>>

the Student to receive any Tutoring, account with Us. Our Site will guide You through the process of Account setup. Please also note the following in relation to Account setup:

You may not create an Account if You are under 16 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.

When You open an Account, You will confirm that You request Us and give Us permission to use Your details appropriately according to each Subscription that You subscribe to.

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

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

#### **Account security**

You must not share Your Account details with anyone except the Student. If You believe that Your Account has been used without Your permission, please contact Us immediately for any unauthorised use of Your Account.

You are fully responsible for ensuring that the Student maintains the confidentiality of Your password and for all activities that occur under Your password. You must ensure that You or the Student log out from Your Account at the end of the Student's access of Tutoring. You must immediately notify Us of any unauthorised use of Your password or Your Account.

You must never use, and

Account without prior autho

When creating an Accou

complete. If any of Your or

responsibility to ensure tha

If You have an active Subs

the period of that Subscrip

granted to any Instruction b

If You wish to close and de

of section>>' section of Ou

## 7. **Your privacy and security**

### **EITHER**

[Note that all Tutoring that

individual private session.]

### **OR**

[Where any Tutoring that

audio and/or video techn

occasion the Student acce

occasion only to the Studen

[unless We have specified

have also purchased it and

Therefore, if We specify tha

the following will apply to th

attention of the Student:

- (a) When the Student
- delivery platform>>
- name will be visible
- (b) You and the Studen
- clients and other
- facilities of the [Z
- platform>>] App an
- space and its surr
- surroundings when
- (c) You should ensure
- should be difficult to
- service delivery pla
- people who are in o
- might decide that
- headphones;
- (d) There are potentia
- include, but are no
- personal informatio
- (e) We cannot ensure
- sessions involving O
- (f) In any event, it wil
- suitable space to us

udent ever to use, anyone else's

specific occasion in question.

provide must be accurate and

changes at a later date, it is Your

to-date.

will remain active for the duration of

the end of the latest access period

may do so via the '<<insert name

## **When Tutoring is accessed**

cessible only to the Student as an

two way synchronous livestream

and one way transmission), on the

simultaneously available on that

n

neously accessible to others who

ession is also accessible to others,

responsible for bringing this to the

sert name of other online service

their first name only since their

ng part;

ware that there is a risk that other

ear (via the video and/or audio

of other online service delivery

the Student but also the Student's

ple in or near that space and its

ng in the session;

udent uses is free of others and it

om] [<<insert name of other online

Device any interactions between

s surroundings. For example, You

e a private room and/or wear

information over technology that

of confidentiality and the theft of

ty due to the nature of two way

ll as the Student; and

to ensure that the Student has a

in any two way session in order to



- protect their privacy or near that space where other clients have access
- We will not be liable to You or the Student's failure to c
- loss or damage arising from Your requirements.]]
8. **Health and Safety**
- You acknowledge and agree that:
- (a) Certain particular s Student if they hav or condition, depen
  - (b) When You purchas participates in any s
- EITHER**
- [We advise You to You are aware wh session.]
- OR**
- [You must tell Us c aware which might will [discuss with Yo decide not to accep needs, problem or c act in accordance v and
- (c) Due to the remote cannot supervise, a party to do so), if experiences any oth must be at the pre must supervise the contactable by Us to speak to You i session.]
9. **Teachers, tutors [and] pr and DBS]**
- Please note that:
- (a) We will in Our discr Where a Subscrip different teachers/t the changes of tea Subscription;
  - (b) In any event, the appropriately qualif appropriate level an
  - (c) Details of actual or may or will assign t
  - (d) [If before You purch references for the
- er/tutor to assign to each session. an one session, We may assign s, but will endeavour to minimize ion to the next in relation to each
- assign to any session will be of the subject in question at the onduct that session;
- of the teacher/s or tutor/s who We ilable to see on our Site;
- ou request Us to provide You with may or will assign to teach the

sessions comprised  
[two] professional  
experience in the st

We will provide You with [at least]  
knowledge of, and ability and  
their qualifications]; and

(e) **[EITHER**

[As a private individ  
obtain a Disclosure  
able to] arrange  
organisation to carr  
You purchase a Sub

ce teacher/tutor, We are unable to  
) check for You [but We [will] [are  
nisation>> as a DBS umbrella  
ur behalf: [if You request it before  
o so] before the first session].

**OR**

[We will ensure tha  
Student, We recei  
enhanced check fo  
We consider would  
provide a session.]]

or provides the first session to the  
losure & Barring Service (DBS)  
h does not contain anything that  
to be an inappropriate person to

**10 Scope of Our teaching/tu**

**Period of sessions:** Whe  
provide individual tuition fo  
minutes (or any other p  
Subscription)

**sions**

o way interactive session, We will  
od of <<insert number e.g. 60 >>  
with You when You purchase a

**[Trial session:** Where the  
interactive tuition from Us i  
live two way interactive ses  
>> minutes so that You an  
sessions with Us in that su

ously received any live two way  
We may agree to provide a single  
d of up to <<insert number e.g. 30  
e whether to continue with further

**Progress of Student:** Wh  
the Student makes satisf  
depending on various fact  
sessions, whether they ar  
homework adequately atte  
aptitude.

onable endeavours to ensure that  
will differ from student to student  
nitiation, number and frequency of  
one way recorded sessions, any  
y the Student, and the Student's

Satisfactory progress can  
representation that any pa  
examination) as a result o  
particular, carrying out an  
prescribe is a prerequisite o

and We make no warranty or  
ught about (including passing any  
t in or viewing any session(s). In  
gnments as We might advise or  
ogress.

**Examinations:** Where We  
You and the Student, as  
ready for any relevant exar

e to do so, We may recommend to  
when We consider that he/she is

**Attendance:** If the Studen  
Your responsibility to ensu  
purchasing an additional se

session for any reason it is solely  
es up for that missed session by

**Punctuality:** Students are  
before the scheduled start  
time.

for a session at least 5 minutes  
sure that they are ready to start on

**Course materials etc:** V  
materials that the Student  
necessary or helpful for the  
but We cannot provide suc

ons as to any textbook or other  
rwise acquire where We think it is  
to use during or outside sessions  
he Student.

# E

**Parent/Guardian's involvement:** The parent/guardian will be involved in the Student's study of the course by reviewing the assignments to the extent necessary, providing help where necessary, providing homework assignments, reviewing and suggesting a set time for study, and monitoring his/her weekly routine.

aged to take an active interest in and be involved in their homework and helpful to him/her. You should for him/her to study and carry out preparation without interruption, homework assignments to fit in with