

General Terms

1. BACKGROUND

- 1.1. Welcome to ThePeerTutor.com (Web Site). This License details the Terms and Conditions (T&Cs) for all Users (Parents and / or Guardians, Tutors, Clients and Visitors as relevant and applicable) of the site. It also links to and should be read in conjunction with Our Privacy Policy (incorporating our Cookie Policy), which documents how we manage Your data and other information about You, how We manage Cookies and Your rights.
- 1.2. As we develop the Web Site, these T&Cs will evolve in line with the updated policies for all Users, including Parents and Tutors. You will be notified of changes to these T&Cs via the Web Site. The latest online T&Cs version will supersede all previous versions.
- 1.3. Our website is a Platform that provides a service that enables Tutors, working on a self-employed basis, to market themselves to potential Users/Clients that require tutoring services. The website is intended for those who are 18 and over as well as minors (those under 18). Minors are required to have adults aged 18 and above with parental rights, to provide the appropriate authorisation to use the website and ensure supervision at all times.
- 1.4. Tutors are not employees of ThePeerTutor.com Ltd they are self-employed and provide tutoring services via the ThePeerTutor.com Platform to Users. Tutors are expected to be compliant to UK self-employment regulations including but not limited to registration and reporting to HMRC of any income earned and have their own safeguards such as but not limited to insurance that protects them and Users in place, to use the Platform.
- 1.5. Users can be registered as Tutors or Users/Clients or both. To do so, all Users have to register on the Platform and provide the details requested and to use the Platform functionality. Users under the age of 16 must have Parental, Guardian or Carer with parental rights and consent to receive tutoring services and to use the Platform and it's services.
- 1.6. Using or registering with ThePeerTutor.com implies that you have read and understood the Privacy Policy and the Terms and Conditions that are applicable. If you disagree with the Privacy Policy and these Terms and Conditions, you should cease using the Platform.
- 1.7. This agreement applies as between you, the User of this Web Site and ThePeerTutor.com Ltd, the owner(s) of PeerTutor.com. Your agreement to comply with and be bound by these terms and conditions is deemed

to occur upon your first use of the Web Site. If you do not agree to be bound by these terms and conditions, you should stop using the Web Site immediately.

2. Definitions and Interpretation

2.1. In this Agreement the following terms shall have the following meanings:

“Content”	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Web Site;
“ThePeerTutor”	means www.Thepeertutor.com ltd trading as Thepeertutor.Com Ltd, 71-75 Shelton Street, Covent Garden, London. WC2H 9JQ.
“Service”	means collectively any online facilities, tools, services or information that ThePeerTutor makes available through the Web Site either now or in the future;
“Platform / System”	means any online communications infrastructure that ThePeerTutor makes available through the Web Site either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;
“User” / “Users”	means any third party that accesses the Web Site and is not employed by ThePeerTutor.com Ltd and acting in the course of their employment;
“Web Site”	means the Web Site that you are currently using (ThePeerTutor.com) and any sub-domains of this site unless expressly excluded by their own terms and conditions.
“Account”	means a secure location on Our Platform, created by You, used to store Your username, password, and other information relating to You. The account allows you certain privileges to a) advertise and share your tutoring credentials and b) to access the ThePeerTutor Services via Your unique login credentials.

“Tutor”	means a registered, approved User with an Account on ThePeerTutor Platform, who will conduct tutoring services via digital means to deliver online learning sessions to their contracted Client. Tutors over 16, but under 18 will require consent and an invitation from their Parent, Guardian or Carer to be able to tutor on the Platform. All Tutors are considered self-employed.
“Client”	means anyone registered on ThePeerTutor Platform wanting to receive tutoring services including a User who is registered and verified as a Tutor. This will be a direct contract between the Client (if over 18) and Tutor. If the User is under 18, then the contractual responsibility will lie with their Parent, Guardian or Carer (or person with parental responsibilities) and Tutor.
“License”	this Licence is granted for personal use by you and only you. You may not assign or transfer the rights conferred to you to without our express prior written permission. We reserve the right to assign or transfer all or any part of our rights and obligations under this Licence to any companies or other third party. Should we do so, we will give your sufficient notification of our intentions by e-mail or posted on ThePeerTutor website.
“T&Cs”	these Terms and Conditions
“Tutoring Services”	means the provision of online tutoring in a secure digital space on ThePeerTutor Platform, by the Tutor to the User/Client that is customised to meet their individual requirements.
“Contract”	means the contract you hold between you and the Client/User you will be providing tutoring services to via ThePeerTutor Platform.
“Student”	means the means anyone registered on ThePeerTutor Platform wanting to receive tutoring services including a User who is registered and verified as a Tutor. This will be a direct contract between the Client (if over 18) and Tutor. If the User is under 18, then the contractual responsibility will lie with their Parent, Guardian or Carer and Tutor.

3. Intellectual Property

- 3.1. All Content included on the Web Site, uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of ThePeerTutor, our partners, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 3.2. Subject to sub-clause 2.3 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Web Site unless otherwise indicated on the Web Site or unless given express written permission to do so by ThePeerTutor.
- 3.3. Material from the Web Site may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.
- 3.4. All content uploaded by Users including Tutors and Clients, on the Web Site, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of ThePeerTutor, our partners, our affiliates or other relevant third parties. By continuing to use the Web Site you acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.

4. Your use of the Web Site

- 4.1. In accessing, using and creating account(s) on ThePeertutor Web Site, you are agreeing to provide information about yourself that helps to identify You accurately. Using misleading information or impersonating another person or character or using false data will be noted as a breach of security and non-compliance of these T&Cs and steps will be taken by Us to remove and bar You from using these services further, effectively immediately. If any laws are breached by You in doing so and where relevant and necessary, We will where required, inform and comply with the relevant authorities.
- 4.2. All Users can view, copy, download and use ThePeerTutor publicly accessible pages web pages for personal, non-commercial use only. Any pages requiring accessing on a unique user account via logging in with user credentials (username, email or, password) and which may reveal private and confidential information are considered as prohibitive.

5. Misuse and Restrictions

- 5.1. In using or accessing ThePeerTutor Web Site and Platform, You agree to refrain from the use or posting of illegal and / or prohibited content, including material that is misleading, or that is considered harmful,

abusive and / or considered offensive to the online community, including members, Users or visitors of ThePeerTutor Platform.

- 5.2. Practices that are considered to be or promote offensive or fraudulent actions or libellous and / or slanderous behaviours, including spamming, phishing, abusive, physically or mentally harmful or threatening, promoting or sharing sexually explicit or pornographic to specific individuals or groups or hate-related, or that attempt or cause a breach of Our security systems, including the introduction of malware or viruses, the infringement of any form of intellectual property and / or copyright, and invasion of privacy of other Users, including Our own, are all prohibited.
- 5.3. Users who directly or indirectly (by soliciting other means) to engage in attempts to gain unlawful access of Our systems and / or Users accounts, exceed their fair usage and privacy allocations, attempt to extract and harvest marketing information and sending unsolicited messages or materials, including spam are also considered as prohibitive.
- 5.4. The above are examples of prohibitive actions and behaviours; the list is not exhaustive. Any actions or behaviours that are detrimental or harmful to ThePeerTutor.com, ThePeerTutor.com Ltd or it's employees or partners, where considered prohibitive, appropriate actions will be taken as necessary, including the removal of Users from accessing the Platform and it's Services and will forfeit all privileges accorded by this License. And appropriate legal action

6. Suspension and Termination

- 6.1. ThePeerTutor may suspend Your access to the Web Site and it's Services or terminate its Licence with You at any time or delete Users content or enforce other such restrictions as deemed necessary, if We believe that a breach of these T&Cs has taken place.
- 6.2. If the breach warrants it, We will engage with the relevant authorities and share any and all relevant information that is lawfully requested. We will pursue any losses incurred, including financial and / or including that of restitutorial equivalence.

7. Communications on the Platform

- 7.1. It is a condition of this Web Site, that all Users are required to conduct all permissible communications and exchanges of information (at meet and greet as well as prior to, during and following tutoring sessions) within ThePeerTutor Platform and eco-system.
- 7.2. We cannot police or monitor any Users conduct outside of our Platform, but where such activity is identified and noted, it will be considered as a violation of ThePeerTutor's T&Cs where data obtained from our Platform (email, telephone or similar as examples) is used to engage in activities

that would normally be conducted within the rules of engagement on ThePeerTutor Platform.

- 7.3. It will be considered as a breach of Our T&Cs, unless express written permissions have been sought and consented to beforehand. If you use our platform to gain access to users who you then try and tutor on a private basis, this will be considered a breach and we will seek redress including loss of revenue and costs for our time and legal services.

8. Links to Other Web Sites

- 8.1. This Web Site may contain links to other sites. Unless expressly stated, these sites are not under the control of ThePeerTutor or that of our partners.
- 8.2. We assume no responsibility for the content of such web sites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 8.3. The inclusion of a link to another site on this Web Site does not imply any endorsement of the sites themselves or of those in control of them.
- 8.4. Those wishing to place a link to this Web Site on other sites may do so only to the home page of the site www.thepeertutor.com/home without prior permission.
- 8.5. Deep linking (i.e. links to specific pages within the site) requires the express permission from ThePeerTutor.com Ltd. To find out more please contact us by email at info@thepeertutor.com or by post:
Thepeertutor.Com Ltd, 71-75 Shelton Street, Covent Garden, London.
WC2H 9JQ.

9. Privacy

- 9.1. For the purposes of applicable data protection legislation, the ThePeerTutor will process any personal data you have provided to it in accordance with our Privacy Policy available on the ThePeerTutor Web Site or on request from ThePeerTutor Ltd.
- 9.2. You agree that, if you have provided ThePeerTutor with personal data relating to a third party (1) you have in place all necessary appropriate consents and notices to enable lawful transfer such personal data to ThePeerTutor and (2) that you have brought to the attention of any such third party the Privacy Notice available on the ThePeerTutor's Web Site or otherwise provided a copy of it to the third party. You agree to indemnify ThePeerTutor in relation to all and any liabilities, penalties, fines, awards or costs arising from your non-compliance with these requirements.

10. Disclaimers

- 10.1. ThePeerTutor makes no warranty or representation that the Web Site will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service.
- 10.2. No part of this Web Site is intended to constitute advice and the Content of this Web Site should not be relied upon when making any decisions or taking any action of any kind.

11. Availability of the Web Site

- 11.1. The Service is provided "as is" and on an "as available" basis. We give no warranty that the Service will be free of defects and / or faults. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- 11.2. ThePeerTutor accepts no liability for any disruption or non-availability of the Web Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

12. Limitation of Liability

- 12.1. To the maximum extent permitted by law, ThePeerTutor accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Web Site or any information contained therein. Users should be aware that they use the Web Site and its Content at their own discretion and risk.
- 12.2. User content, materials or postings on this Web Site should not unlawfully infringe any Third Party copyrights. Where content, material or postings contain copyrighted Third Party content, it should be acknowledged as demanded by law and the express permission(s) of the owner of such content should have been granted in writing.
- 12.3. Nothing in these terms and conditions excludes or restricts ThePeerTutor's liability for death or personal injury resulting from any negligence or fraud on the part of ThePeerTutor.
- 12.4. Every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

13. Your Warranties

- 13.1. You agree to the following statement of facts (warranties and representations):
 - 13.1.1. You will not use, upload, post or share any material or content that is deemed unlawful or that would be unlawful for ThePeerTutor to unknowingly have or possess on their Platform for the services offered (including those of third-parties);
 - 13.1.2. Any material or content You use, upload, post or share will have all necessary and mandatory licences, permissions and rights in place which are required to be used or displayed on ThePeerTutor Platform and as required by the terms of this Licence;
 - 13.1.3. You warrant that any material or content You share on the Platform will be available to all other visitors and registered Users/Clients on the Platform;
 - 13.1.4. You understand and comply at all times with the relevant clauses in this License that relate to Your conduct, prohibited content and privacy, confidentiality and restrictions on use of Your account;
 - 13.1.5. You will not share, make available or distribute Your ThePeerTutor account details with anyone, including Your Login credentials, and ensure they remain secure and confidential at all times.

14. Indemnity

- 14.1. It is a condition of the terms of this License, that You agree that You are entirely responsible for any breach of Your responsibilities and obligations and for the consequences of any such breach.
- 14.2. To the fullest extent permitted by law, you agree to indemnify and hold ThePeerTutor.com Ltd and its owners and employees, harmless from any demand, loss, liability or claim, including:
 - 14.2.1. any breach of the terms of this Licence, which includes our Privacy Policy, or any breach of warranty by You or by Your acts or omissions;
 - 14.2.2. any breach by third-parties which arise out of your use of the Platform and its services, including uploading of material and content that you have no legal rights to;
 - 14.2.3. any acts or omissions by you or any third parties that breach this License and which are detrimental to ThePeerTutor Ltd its owners or employees, including any third parties that are engaged with us at that time. You are entirely responsible for ensuring that any material or content you post has the appropriate permissions and licenses in place, subject to all UK and international copyright laws and legal formalities and that you give your

express permission to grant ThePeerTutor Ltd and its Users and Clients the licences; and

- 14.2.4. any breach resulting from Your non-authorized use, modification, sharing including copying and transfer of an content created on the PeerTutor.com website, off the Platform.

15. No Waiver

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

16. Previous Terms and Conditions

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

17. Changes to these Terms and Conditions

- 17.1. These terms and conditions will have additional clauses inserted as ThePeerTutor Web Site has new features and functionality added. Users and visitors will be notified on the Web Site of any changes on their next visit to the Web Site as they are made and all changes and / or additions to the T&Cs will immediately supersede any prior license terms and conditions. It will be deemed that by using the site after such notification that you have read and agree to the revised terms.

18. Notices

- 18.1. All notices / communications shall be given to us either by **registered** post to our Premises (see address above) or by email to Support@thepeertutor.com. Such notice will be deemed received 3 days after posting if sent by **registered** first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

19. Law and Jurisdiction

- 19.1. These terms and conditions and the relationship between you and ThePeerTutor shall be governed by and construed in accordance with the Law of England and Wales and ThePeerTutor and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

Tutor Terms

20. Tutor Policy

- 20.1. At this Beta stage of development of www.ThePeerTutor.com Web Site, we are only collating expressions of interest from Tutors who wish to provide their services via this Platform on a self-employed basis.
- 20.2. Once the Web Site has its complete array of features and functions implemented (including, but not limited to a eWallet based Payment System, Learning Booking System, Meeting Room, Calendar, in-Platform messaging toolset) and prior to its full operational launch, we will contact all Users that have either signed up on this Beta Web Site or indicated an expression of interest, via other means, to become a member of ThePeerTutor.com, we will contact you directly and / or via this Web Site with additional details on how to being engaging fully with other Clients and Users that have also registered at that stage.

21. Tutor Verification

- 21.1. At this stage, all Tutors are required to register and create an Account on the [ThePeerTutor](http://ThePeerTutor.com) Web Site. Tutors sign up, on the understanding that they are considered as Self-Employed and not employees of ThePeerTutor.com Ltd or its Partners. Where appropriate, Tutors will be required to provide:
 - 21.2. Your personal identification details, including your name, address and acceptable photo id;
 - 21.3. Your educational attainment(s) and certification, including teaching qualifications, Degree(s) held, A-Levels and GCSE grades attained, which will require a referee to verify and;
 - 21.4. Your Disclosure and Barring Service (DBS) certificate, if held.

22. Tutor Obligations

- 22.1. When engaging with Users/Clients, You must comply with any technical and operational requirements mandated by [ThePeerTutor](http://ThePeerTutor.com) and as amended from time to time and in accordance with these Terms. You agree to:
 - 22.2. respond to and accept, within a reasonable timeframe, or manage any booking request(s) made by Clients via the [ThePeerTutor](http://ThePeerTutor.com) Platform which You will be notified about via your Tutor Dashboard. You will only be able to commence lessons after [ThePeerTutor](http://ThePeerTutor.com) provides a confirmation that the client wallet has sufficient credits to enable payments to be made to you. [ThePeerTutor](http://ThePeerTutor.com) cannot be held responsible for any costs or

losses before approval to proceed with the tutoring session has been given on your via in-Platform email or via your Dashboard;

- 22.3. at the earliest opportunity, inform ThePeerTutor of any changes in Your circumstances that may impact on your ability to access the Platform, its tools or services;
- 22.4. accept full responsibility for any User related Disputes raised as a result of issues related to the performance of your ThePeerTutor Tools affecting the performance of Your Tutoring Services;
- 22.5. provide Your Tutoring Services with all reasonable skill and care within your capability, in a timely manner bearing in mind the best interests of the User/Client and their requirements and in accordance with the highest professional standards, and within your personal abilities and subject matter competence;
- 22.6. Have access to and ensure good working order any computing and electronic devices used to engage with ThePeerTutor Platform and make use of its services and tools. Any technical issues relating to your computing or electronic devices or your internet service provider is not the responsibility of ThePeerTutor. We recommend all Tutors use a compatible headset with a standalone or integrated microphone which must be set up fully test before each tutoring session;
- 22.7. notify ThePeerTutor well in advance of any upcoming sessions, should you be unable to provide the Tutoring Services for any reason. We will, where reasonable, contact the Your client(s) - should you not be able to. Depending on the particular circumstances, ThePeerTutor and Tutor shall agree to resetting or postponing any further tutoring services, in agreement with the Clients wishes, which may require re-crediting the Client wallet, such that they do not incur any losses;
- 22.8. ensure that any data and information provided by You to ThePeerTutor is valid, complete and accurate at all times whilst these Terms of Engagement are applicable.

23. Tutor Responsibilities

- 23.1. Tutors will provide Tutor Sessions with all due diligence, that conform with the relevant clauses of this License and in compliance with all applicable local legal, statutory and regulatory requirements and standards of best practice;

- 23.2. It is the responsibility of the Tutor to take all necessary and appropriate steps to safeguard and protect the interests of the User/Client (especially and including) minors who are recipients of any tutoring;
- 23.3. Upon registration and creating an account and subsequently, Tutors are agreeing to the following statement of facts (warranties and representations): that all written and oral statements and information provided as evidence for the purposes of tutoring, including personal information, qualifications, credentials, references, background and suitability for providing the tutoring services, remain true, complete and accurate;
- 23.4. While registered on this Website You are prohibited to provide any services, including tuition (apart from those legitimately booked through ThePeerTutor Platform) to anyone, including but not limited to a sibling or other relative of a User/Client or to any individual that may be introduced, directly or indirectly, to the Tutor by a Client; and
- 23.5. It is the sole responsibility of the Tutor (if 18 and above) or their representative (in the case of those over the age of 16 and below the age of 18), to lawfully pay all income tax and national insurance contributions in a timely manner, in relation to all charges and sums payable to the Tutor by a Client. They shall be responsible for completing and submitting all relevant artefacts, including returns and any information as required by HMRC for payments received.

24. Intellectual Property

- 24.1. As part of your tutoring services engagement activities on ThePeerTutor Platform, any and all material and content you publish in the private digital classroom or on a publicly accessible page, You automatically confer and grant ThePeerTutor Ltd:
- 24.2. automatic worldwide, non-exclusive, royalty-free, perpetual, transferable license, with the option to sub-license;
- 24.3. to use, publish, record, distribute, prepare extrapolated works of, display, reproduce or sell part or all materials and content, and the Intellectual Property Rights therein, in connection with the provision ThePeerTutor Services, as we see fit, in whatever format and through any digital or other medium;

- 24.4. and permissions to anyone, worldwide, who accesses any publicly accessible page(s) on the ThePeerTutor Platform, whether as a register User or Client or otherwise, non-exclusive, perpetual, royalty-free license to access, use, reproduce, distribute, prepare extrapolated works of, display and perform such material or content to the extent under the terms of this License;
- 24.5. You understand and acknowledge that Digital Classroom sessions may be recorded and You grant full permission for the storage and use of such digital audio or video recordings and that you waive any and all rights in and to all material and content that relates to you;
- 24.6. This License only grants you permission to use material and content as part of your tutoring engagements and services, on condition that it will be free from third party copyrighted content or that it is subject to third party proprietary rights including rights of publicity or rights of privacy, unless you have permissions or a formal agreement from the rightful owner(s), or have legal entitlement to use such material or content.
- 24.7. IPR in all content and material created by You in accordance with ThePeerTutor Platform shall be Your property. This clause shall not cover any content you share or make available to the Platform by any third party, including without limitation any content or material, communication, information or ideas as shared or made available by any other Users (including, Clients or Tutors).
- 24.8. The IPR as accommodated on ThePeerTutor website cannot be used, modified, copied, distributed, adapted, altered, or in any way dealt with, without our express written permission. You agree that all IPR in and relating to ThePeerTutor are owned by us.

Client/User Terms

25. Client Policy

- 25.1. At this Beta stage of development we are only accepting any expressions of interest on the www.ThePeerTutor.com Web Site, from Clients and Users, who are not Tutors.
- 25.2. As the Website and Platform development progresses and we near the launch of the full suite of services, we will provide details of how you can register and sign up for your unique account to enable you to view and

engage with Tutors on the Platform.

26. Client/User Verification

- 26.1. At this Beta stage of development we are only accepting expressions of interest on the www.ThePeerTutor.com Web Site, from Clients and Users seeking tutoring services and, who are not Tutors.
- 26.2. As the Website and Platform development progresses and we near the launch of the full suite of services, we will provide details of how you can register and sign up for your unique account to enable you to view and engage with Tutors on the Platform. Typically, you will be required to provide, but not limited to, the following details to register as a Client/User on the ThePeerTutor Platform:
 - 26.3. Your personal identification details, including your name, email address, home or postal address.
 - 26.4. Your banking details, including but not limited to sort code, account number to enable you to credit your eWallet that is associated with your unique User account on ThePeerTutor Platform.

Attributions

TBC