

ThePeerTutor.Com Ltd

Terms & Conditions

BY USING THIS WEBSITE YOU AGREE TO ACCEPT
THESE TERMS AND CONDITIONS

1. Introduction & Background

- 1.1. This Agreement details ThePeerTutor.com Ltd (TPT) Website Terms and Conditions (T&Cs) of the Website and its Services. It also links to and should be read in conjunction with Our [Privacy Policy](#) which documents how We manage Your data and other information about You and explains our Your rights.
- 1.2. This agreement applies between You, the User of this Website and ThePeerTutor.com Ltd. You are required to read and ensure you understand these Terms and all related artefacts before using the TPT Website or its Services. Your agreement to comply with and be bound by these T&Cs is deemed to occur upon Your first use of the Website. If You do not agree to be bound by these T&Cs, You should stop using the Website immediately.
- 1.3. We may occasionally update these T&Cs and where this is the case, the latest online version will supersede all previous versions.
- 1.4. The TPT Website provides a service that enables Tutors, working on a self-employed basis, to market themselves to potential Users/Clients (including Parents and Students) 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.

- 1.2 Tutors are not employees of ThePeerTutor.com Ltd. They are self-employed individuals and provide tutoring services via the ThePeerTutor.com Website to Clients/Users. Tutors are expected to be compliant with UK self-employment laws and regulations including but not limited to registration and reporting to HMRC of any income earned and have safeguards such as but not limited to insurance and indemnities that protects them and Clients/Users in place, to use the Website.
- 1.3 Users can be registered as Tutors or Clients or both. To do so, all Users have to register on the Website and provide the details requested to be able to use the Website Services. Users under the age of 18 must have authorisation from a Parent or Responsible Adult with parental rights and for them to consent to receive tutoring services and to use the Website and its services.
- 1.4 Using or registering with TPT implies that You have read and understood the Privacy Policy and the T&Cs that are applicable. If You disagree with the Privacy Policy and these T&Cs, You should cease using the Website.

2. Intellectual Property

- 2.1. All Content included on the Website, 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.com Ltd. By continuing to use the Website You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 2.2. Subject to sub-clause 3.3 You may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express written permission to do so by TPT.

- 2.3. Material from the Website 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.
- 2.4. All content uploaded by Users including Tutors and Clients, on the Website, 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.com Ltd, our partners, our affiliates or other relevant third parties. By continuing to use the Website You acknowledge that such material is protected by applicable United Kingdom and International intellectual property and other relevant laws.
- 2.5. You may not copy or post any material on our Website for example during a tutoring session that would infringe other parties or the owner of that material's copyright.

3. Your use of the Website

- 3.1. In accessing, using and creating account(s) on the TPT Website, 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, effective 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.
- 3.2. All Users can view, copy, download and use TPTs publicly accessible web pages for personal, non-commercial use only. Any content and pages that require access via login to a unique user account with User credentials (username, email or password) and which may reveal private and confidential information cannot be copied, downloaded,

shared or distributed and these actions are considered a breach of this Agreement.

4. Misuse and Restrictions

- 4.1. In using or accessing the TPT Website, You agree to refrain from the use or posting of illegal and/or prohibited content, including misleading material, or that is considered criminal, harmful, abusive and/or considered offensive to the online community, including members, Users or visitors of TPT Website.
- 4.2. 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 images or content to specific individuals or groups or hate-related, or that attempt or cause a breach of Our security systems, including but not limited to 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.
- 4.3. Users who directly or indirectly (by soliciting other means) to engage in attempts to gain unlawful access to 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.
- 4.4. The above are examples of prohibitive actions and behaviours; the list is not exhaustive. Any actions or behaviours that are detrimental or harmful to TPT or it's employees, or partners, where considered prohibitive, appropriate actions will be taken as necessary, including the removal of Users from accessing the Website and it's

Services and will forfeit all privileges accorded by this Agreement. And We will seek to take appropriate legal action.

5. Suspension & Termination

- 5.1. TPT may suspend Your access to the Website and its Services or terminate its Agreement 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.
- 5.2. 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 restitution equivalence.

6. Communications on the Website Ecosystem

- 6.1. It is a condition of this Website, that all Users are required to conduct all permissible communications and exchanges of information (at meet and greet as well as before, during and following tutoring sessions) within the TPT Website and its ecosystem.
- 6.2. We cannot monitor Users conduct outside of our Website, but where such activity is identified, it will be considered as a violation of TPT's T&Cs where data obtained from our Website (email, telephone or similar as examples) is used to engage in activities that would normally be conducted within the rules of engagement on the TPT Website.
- 6.3. It will be considered as a breach of Our T&Cs unless express written permissions have been sought and consented to beforehand.

- 6.4. If You use our Website 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 administrative and legal services.

7. Links to Other Websites

- 7.1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of TPT or that of our affiliates or partners.
- 7.2. We assume no responsibility for the content of such Websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.
- 7.3. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or the message or those in control of them.

8. Links to this Website

- 8.1. Those wishing to place a link to this Website on other sites may do so only to the Homepage of the site <https://www.thepeertutor.com> without prior written permission.
- 8.2. Deep linking (i.e. links to specific pages within the site) requires express permission from ThePeerTutor.com Ltd. Requests to links to content within protected accounts will be denied and is not allowed. To find out more please contact Us by email at support@thepeertutor.com.

9. Privacy

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

10. Disclaimers

- 10.1. TPT makes no warranty or representation that the Website 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 Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or influence any action of any kind.
- 10.3. Whilst every effort is made to only employ tutors who are rigorously vetted, We can accept no liability for any misrepresentation which is not picked up by our vetting and reference checks.
- 10.4. TPT makes no guarantees as to the level of success each individual User or Student will have using TPTs Services, as this is based not just on tutoring but multiple factors

outside of our control. No warranties to any academic success are expressly or otherwise, are given, implied or conferred by using the site.

11. Availability of the Website

- 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, content, compatibility and satisfactory quality.
- 11.2. TPT accepts no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of terrorism, war or legal restrictions and censorship.
- 11.3. TPT accepts no liability for any disruption or non-availability of the Website resulting from routine maintenance or upgrade work or during the installation of new features and functionality or content. Please refer to 11.1.

12. Limitation of Liability

- 12.1. To the maximum extent permitted by law, TPT accepts no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information or content contained therein. Users should be aware that they use the Website and its Content at their own discretion and risk.
- 12.2. Users content, materials or postings on this Website 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 T&Cs excludes or restricts TPT's liability for death or personal injury resulting from any negligence or fraud on the part of TPT.

12.4. Every effort has been made to ensure that these T&Cs adhere strictly to the relevant provisions of the Unfair Contract Terms Act 1977. However, in the event that any of these terms/clauses are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these T&Cs and shall not affect the validity and enforceability of the remaining T&Cs. 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):

13.2. You will not use, upload, post or share any material or content that is deemed criminal, unlawful or that would be unlawful for TPT to unknowingly have or possess on their Website for the services offered (including those of third-parties);

13.3. 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 the TPT Website and as required by the terms of this Agreement;

- 13.4. You warrant that any material or content You share on the Website will be available to all other visitors and registered Users/Clients on the Website;
- 13.5. You understand and comply at all times with the relevant clauses in this Agreement that relate to Your conduct, prohibited content and privacy, confidentiality and restrictions on the use of Your account;
- 13.6. You will not share, make available or distribute Your TPT 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 Agreement, You agree that You are entirely responsible for any breach of Your responsibilities and obligations and 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 it's owners and employees, harmless from any demand, loss, liability or claim, including:
- 14.3. Any breach of the terms of this Agreement, which includes our Privacy Policy, or any breach of warranty by You or by Your acts or omissions;
- 14.4. Any breach by third-parties which arise out of Your use of the Website and it's Services, including uploading of material and content that You have no legal rights to;
- 14.5. Any acts or omissions by You or any third parties that breach this Agreement and which are detrimental to TPT, it's

owners or employees, including any third parties that are engaged by Us at that time. You are entirely responsible for ensuring that any material or content You post has the appropriate permissions and agreements in place, subject to all UK and international copyright laws and legal formalities and that You give Your express permission to grant ThePeerTutor.com Ltd and it's Users and Clients the licences; and

14.6. Any breach resulting from Your non-authorized use, modification, sharing including copying and transfer of any content created on the PeerTutor.com Website, off the Website.

15. No Waiver

In the event that any party to these T&Cs 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

In the event of any conflict between these T&Cs and any prior versions thereof, the provisions of the T&Cs on the Website shall prevail unless it is expressly stated otherwise.

17. Changes to these Terms & Conditions

We will occasionally need to amend these T&Cs, for example as the TPT Website evolves or as business justifications demand. All modifications and changes to the T&Cs will immediately supersede any prior versions of the T&Cs. It will be deemed that by using the site after amendments that You have read and agree to the revised terms.

18. Notices & Communications

All notices and communications shall be given to Us either by **registered** post to our Business Premises (see address above) or by email. Postal notices will be deemed received 3 days after posting if sent by **registered** first class post. Emails should be sent to

support@thepeertutor.com and will be viewed the next business day or within 48 hours.

19. Intellectual Property

- 19.1. As part of Your tutoring services engagement activities on ThePeerTutor.com Ltd Website, any and all material and content You publish in the private Online Lesson classroom or on a publicly accessible page, You automatically confer and grant ThePeerTutor.com Ltd:
 - 19.2. automatic worldwide, non-exclusive, royalty-free, perpetual, transferable license, with the option to sub-license;
 - 19.3. to use, publish, record, distribute, prepare extrapolated works of, display, reproduce or sell part or all materials and content, and the Intellectual Property Rights (IPR) therein, in connection with the provision TPT Services, as We see fit, in whatever format and through any digital or other media;
 - 19.4. and permissions to anyone, worldwide, who accesses any publicly accessible page(s) on the TPT Website, whether as a registered 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 Agreement;
 - 19.5. 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;
 - 19.6. this Agreement only permits You 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 a legal entitlement to use such material or content.

19.7. IPR in all content and material created by You in accordance with TPT Website shall be Your property. This clause shall not cover any content You share or make available to the Website 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).

19.8. The IPR as accommodated on the TPT 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 TPT are owned by Us.

20. Law and Jurisdiction

20.1. These T&Cs and the relationship between You and ThePeerTutor.com Ltd shall be governed by and construed in accordance with the Law of England and Wales and that ThePeerTutor.com Ltd and You agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

21. Tutor Policy

21.1. All Tutors are required to register and create an Account on the TPT Website. Tutors sign up, on the understanding that they are considered as Self-Employed and not employees of TPT or it's Partners. Where appropriate, Tutors will be required to provide:

- 21.2. your name, email address and phone number to be able to open an account on the TPT Website;
- 21.3. Once you have opened an account, You will have access to Your Profile Page where You will be able to:
- 21.4. upload Your educational attainment(s) and certification, including teaching qualifications, including Degree(s) held, A-Levels and GCSE grades attained, which will require a referee to verify and;
- 21.5. upload Your photo which will appear when Users are searching for a Tutor and Your Bio, where You will be able to state Your educational attainments and grades;
- 21.6. Request reference(s) from an academic or verifiable referee(s).
- 21.7. Your Disclosure and Barring Service (DBS) certificate, if one is held.
- 21.8. In order to receive payments and process refunds and charges, Tutors need to sign up and open a Stripe Connected account that links to the TPT Platform account. Stripe is the TPT payment management system.
- 21.9. All payments are made to Tutors via Stripe. The payment will be made after the deduction of the Stripe fees and the site's administration charges. Payment will be made 7-10 working days after the tutoring session unless a dispute has been raised. Tutors will have full access to a payments dashboard on their personal Stripe account to manage their payments, refunds and charges and keep track of their income, including making payment to your personal bank account. TPT has no access to or control over Your Stripe account as

each Tutor is self-employed and any issues should be raised with Stripe Support.

22. Tutor Obligations

- 22.1. When engaging with Users/Clients, You must comply with any technical and operational requirements mandated by TPT 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 TPT Website which You will be notified about via Your Tutor Dashboard. You will only be able to commence lessons as booked and paid for by your Client. TPT cannot be held responsible for any costs or losses incurred before approval to proceed with the tutoring session has been given on Your Profile Page via in-Website email or via Your Dashboard;
- 22.3. At the earliest opportunity, inform TPT of any changes in Your circumstances that may impact Your ability to access the Website, its tools or services via email to support@thepeertutor.com.
- 22.4. Accept full responsibility for any User related Disputes raised as a result of issues related to to the performance of Your TPT Tools affecting the performance of Your Tutoring Services;
- 22.5. Provide Your Tutoring Services with careful consideration and 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 Your Clients via the TPT Website its services and tools. Any technical issues relating to Your computing or electronic devices or Your Internet Service Provider is not the responsibility of TPT. We also recommend all Tutors use a compatible headset with a standalone or integrated microphone which must be set up and fully test before each tutoring session;
- 22.7. Notify TPT well in advance of any upcoming sessions, should You be unable to provide Your agreed Tutoring Services for any reason. We will, where reasonable, contact Your client(s), should You not be able to attend a pre-booked Online Lesson. Depending on the particular circumstances, TPT and the Tutor shall agree to resetting or postponing any further tutoring services, in agreement with the Clients wishes, which may require re-crediting the Client with a refund, such that they do not incur any expenses or losses;
- 22.8. Ensure that any data and information provided by You to TPT are 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 Agreement 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 by adhering to TPTs Safeguarding Policy and Procedures.

- 23.3. Upon registration and creating an account and subsequently, Tutors agree and warrant to the following statement of facts: 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 at all times;
- 23.4. While registered on the TPT Website, You are prohibited to provide any tuition services (apart from those legitimately booked through the TPT Website) to a TPT User or Client or anyone, including but not limited to a sibling, relative or friend of a User/Client or to any individual that may have been 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 the Parent or Responsible Adult (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 payments received by the Tutor from a Client. They shall be responsible for completing and submitting all relevant artefacts, including tax returns and any information as required by HMRC for payments received.

24. Payments to Tutors

- 24.1. When a User registers and signs up to the TPT Website as a Tutor, you will be required to sign up to and open a Stripe Connected account via Your Profile Page. This will require you to provide your personal details, including banking sort code and account number and a universally accepted form of ID to ensure you pass Stripe's authentication processes.
- 24.2. If You fail to open a Stripe Connect account, You will be unable to tutor on the TPT Website as all payments for tutoring sessions completed are made via Stripe Connected

accounts and require all Tutors to have passed Stripes verifications checks successfully. If you experience any problems, you may need to contact Stripe Support.

- 24.3. We transfer Clients payments into Your Stripe account when Clients book Online Lessons with You. You can then withdraw Your lesson payments from Your Stripe account to Your personal bank account, assuming no charges, chargebacks, refunds or fees are outstanding that need to be made to Your Clients or TPT. See 25.9 below.
- 24.4. For Tutors over 18 years of age or classed as adults, you will be able to open your own Stripe Connected account and will be required to provide relevant ID verification checks. This is minimally intrusive and takes just a few minutes to complete. Once approved, you will have a Stripe Connected account that is linked to your TPT account and will receive payments into that account when you complete your lessons.
- 24.5. For Tutors who are minors or under 18 years of age, your Parent or Responsible Adult will be required to open a Stripe Connected Account on your behalf and they will be required to provide relevant ID verification checks which will be minimally intrusive and take just a few minutes to complete. Once approved, they will have a Strip Connected account that is linked to your TPT account.
- 24.6. You will receive payments into Your Stripe account when you complete your lessons. Assuming you are in credit and no refunds, chargebacks (see 25.9 below) or fees to TPT are marked against your account, you will be able to withdraw funds after 7-10 days into your personal bank account.
- 24.7. We as the Website provider, do not hold any funds or payments on your behalf. When a Parent or Student pays via a credit or debit card, the credits are transferred directly to your Stripe account, minus any Stripes fees and TPTs charges.

- 24.8. The Stripe Connect account you hold will be a secure environment and you will be able to log in and see all details on the Stripe Dashboard of what you have been paid and what has been paid out into your personal bank account via the Payments and Balances options. You must keep Your login details secure at all times and not share or divulge them to anyone. We do not have access to Your Stripe Dashboard or account. All Stripe related queries should be directed to Stripe Support.
- 24.9. Tutors are wholly responsible for refunds and chargebacks and where a lesson payment made by card is disputed by a Client/User for whatever reason. If a chargeback is made by a Client/User or a refund is requested, the Tutor warrants to refund or pay for the chargeback. If a Tutor fails to do so, TPT will deduct the charges from Your Stripe account, before settling any payments due to You. We may charge an administration fee where applicable but will inform you in advance if this is the case and the amount.
- 24.10. Stripe Terms and Privacy Policy can be found here: [Stripes Connected Account Agreement](#) and [Privacy Policy](#).

25. Client Policy - Including Parent, Responsible Adult or Student

- 25.1. All Clients are required to register and create an Account on the TPT Website before using its services. You will be required to provide:
- 25.2. Your name, email address and phone number to be able to open an account on the TPT Website;
- 25.3. Clients Over 18 or with Parental Rights, once You have opened an account, You will have access to Your Profile Page where You will be able to view and edit your Profile, change Your account settings, search for suitable Tutors and book

Your Online Lessons. You will also be able to set up or update Your card payment details and view any payment transactions and download Your invoices.

- 25.4. Clients Under 18 can only use or access the Website if they have been specifically invited to do so via an In-Platform invitation from an account holder who is a Parent or Responsible Adult. The adult will open their account as in 26.1, 26.2 and 26.3 and will have the option to invite one or more children or minors to open an account of their own.
- 25.5. Students (minors and children under 18) who are invited to the Website will be required to open their own account and asked to set a secure password which must not be shared with anyone else.
- 25.6. Once the under 18s Student account is open and active (and verified by automated email), they will be able to search for suitable Tutors. It will be the Parent or Responsible Adults responsibility to pay for the lesson bookings on behalf of the Student via their account.
- 25.7. Once a Parent, Responsible Adult or Student has selected a suitable Tutor, they will be able to book and pay for an Online Lesson using a Master or Visa Credit or Debit Card. These are the only cards we accept at present. All card payments are processed through Stripe, our payment provider. The payment will be made to the Tutor, who will only be paid after the Online Lesson has taken place.
- 25.8. Lessons can be paid for individually or a multi-lesson payment can be made and Your account will hold a credit to pay for future lessons. Unused credits will be refunded back to your card if you choose to leave the Website or no longer require TPTs Services.

25.9. Stripe Terms and Privacy Policy can be found here: [Stripes Connected Account Agreement](#) and [Privacy Policy](#).

26. Disputes, Complaints & Arbitration

26.1. If a dispute or complaint is raised by the Parent or Student against the Tutor, we as the Platform owners will look into the issue and make the appropriate and final decision, having investigated it. If we find against the Tutor, we will expect the refund to be made by the Tutor within 24 hours. If we find against the Parent or Student, no refund may be needed to be made by the Tutor but we may occasionally, as a gesture of goodwill, ask the Tutor to issue a partial or full refund to the Parent or Student or offer a free lesson as an alternative. We will aim to be fair and impartial in all such decisions.

26.2. If a Parent, Responsible Adult or Student raises a dispute or complaint with You as the Tutor, then You must mail us within 24-hours of the event at support@thepeertutor.com with the details of the nature of the dispute or complaint made. We will review the matter and act as fair and impartial arbiters between you and the Tutor and aim to get a mutually agreeable resolution within 14 working days.

26.3. If a dispute or complaint is raised by a Tutor against a Parent, Responsible Adult or Student, we as the Platform owners will look into the issue and make the appropriate and final decision, having investigated it. If we find against the Parent, Responsible Adult or Student, we will act as arbiters between the parties involved and will aim to be fair and impartial in all such decisions.

26.4. If a Tutor raises a dispute or complaint with You as the Parent, Responsible Adult or Student, then You must mail us within 24-hours of the event at support@thepeertutor.com with the details of the nature of the dispute or complaint made. We will review the matter and act as fair and impartial

arbiters between you and the Tutor to aim to get a mutually agreeable resolution within 14 working days.

26.5. If the complaint or dispute by either party is considered criminal or unlawful, we will report it to the Police or appropriate authorities and take appropriate steps to restrict, suspend or deny and remove the User from Our Website and its Services pending any investigations.

26.6. In all criminal matters, TPT will assist and provide evidence to the Police or relevant authorities where we can and as requested.

27. Payment System & Provider

27.1. All payments are handled through Stripe, Our payment provider.

27.2. Users making card payments and Tutors receiving payments will be providing their details directly to Stripe, who provide secure, encrypted payment processing, data handling and management.

27.3. The TPT Platform does not store any of Your card, banking or financial information.

27.4. All payment information and data You provide is subject to [Stripes Connected Account Agreement](#) and [Privacy Policy](#).

28. Related TPT artefacts

28.1. [Privacy Policy](#)

28.2. Safeguarding Statement [Safeguarding Statement](#)

28.3. Online Safeguarding Policy [Child Protection](#)

28.4. Online Safeguarding Processes & Procedures [policies, processes, & procedures](#)

29. Definitions of Terms Used

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

TPT ThePeerTutor.com / ThePeerTutor.com Ltd / this Website

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 Website;

Service means collectively any online facilities, tools, services or information that TPT makes available through the Website either now or in the future;

Website / System means any online communications infrastructure that TPT makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

User(s) means any third party that accesses the Website and is not employed by ThePeerTutor.com Ltd and acting in the course of their employment;

Parent(s) / Responsible Adult(s) means any adult that holds parental responsibility for a Child or Minor who is under 18 years of age;

Account	means a secure location on Our Website, 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 TPT tutoring Services as a Student via Your unique login credentials.
Tutor(s)	means a registered, approved User with an Account on TPT Website, 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 Website. All Tutors are self-employed and not employees of TPT.
Client(s)	means anyone registered on the TPT Website wanting to receive tutoring services including a User who is registered and verified as a Tutor.
Agreement	This license is granted for personal use to You and only You and any minor under the age of 18 for whom You have parental responsibility. You may not assign or transfer the rights conferred to You 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 Agreement to any companies or other third party. Should We do so, We will give You sufficient notification of our intentions by e-mail or post it on the Website.

Account	means the secure User account created by registering Your credentials on sign up, which holds Your personal and profile details, with a unique dashboard allowing You to access TPTs Services.
Connected User Account	means an account created by a Child or Minor (under 18 years of age) upon invitation to the Website by a Parent or Responsible Adult; the secure User account created by registering Your credentials on sign up, which holds Your personal and profile details, with a unique dashboard allowing You to access TPTs Services.
HMRC	means Her Majesty's Revenue and Customs.
Tutoring Services	means the provision of online tutoring in a secure digital space on the TPT Website, by the Tutor to the User/Client that is customised to meet the individual requirements of learners.
Tutor Dashboard	means the Account view within Your account that provides a readout of Your calendar views, all previous and upcoming tutoring sessions and messages or engagement information with Tutors/Clients/Users registered on the TPT Website.
Contract / Tutor-Client Contract	means the contract between The Tutor and the Client/User/Student to whom the Tutor will be providing tutoring services via the TPT Website. 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.

T&Cs means these Terms and Conditions and related artefacts

Stripe means the payment provider/system

Stripe Connected Account means the Stripe account that payments, refunds and charges are made from/into. All Tutor accounts are Connected to the ThePeerTutor.com master Stripe account.

IPR means Intellectual Property Rights

10 Mar 2021