

# WEBSITE TERMS OF SERVICE

Welcome to SENSational Tutors Limited's ("the Company", "its", "we", "us", "our") website at [www.sensationaltutors.co.uk](http://www.sensationaltutors.co.uk), [www.sensationaltutors.com](http://www.sensationaltutors.com) or [www.sensationaltutors.org](http://www.sensationaltutors.org) (collectively the "Site"). This Site is a platform which enables parents/guardians (each a "Customer") wishing to access tutoring services to find a tutor registered on the Site (each a "Tutor") and arrange tutoring sessions (each a "Tutor Session") via the Site with the Tutor. These terms of service (the "Terms"), together with any other documents, policies and terms referred to herein, set out the terms of use under which you may use this Site.

Any reference to "you" in these Terms shall include any person that accesses or uses the Site and the services we make available via the Site (the "Services") on your behalf, whether as a guest or a registered user.

Please read these Terms carefully before using this Site. By using our Site, you confirm that you accept these Terms and agree to comply with them. your agreement to comply with and be bound by these Terms is deemed to occur upon your first use of our Site and you will be required to read and accept these terms when registering or signing up for an account or booking a Tutor Session via our website, email, phone or in person. If you do not agree to these Terms, you must not use our Site.

## 1. Other applicable Terms

These Terms incorporate our Privacy Policy & Cookie Notice, which also apply to your use of the Site and which can be found at [www.sensationaltutors.co.uk](http://www.sensationaltutors.co.uk).

Our Privacy Policy sets out the terms on which we collect, process, share and store any personal data we collect from you, or that you provide to us. We will ask you to agree to our Privacy Policy before using our Services and when we collect or you submit any personal data to us. We will only use your personal data as set out in our Privacy Policy.

Our Cookie Policy sets out information about the cookies on our Site. We will ask you to agree to our Cookie Policy when you enter our Site [www.sensationaltutors.co.uk](http://www.sensationaltutors.co.uk).

As well as the Tutor Sessions, SENSational Tutors provides holiday camps and assessment services which can also be booked via email, phone or in person. If you purchase these services, separate Terms and Conditions will apply.

## 2. Information about us

Our Site is owned and operated by the Company (trading as Sensational Tutors), which is registered in England and Wales under company number 10749192 and has its registered office at Beechwood House, 2 Rounds Hill, Kenilworth, Warwickshire, CV8 1DU.

If you wish to contact us, please contact our Customer Services team on 020 3582 1136 or 07497 139794 or by email at [admin@sensationaltutors.co.uk](mailto:admin@sensationaltutors.co.uk).

## 3. Changes to these Terms

We may revise these Terms at any time by amending this page. Please check this page from time to time for any changes, as they are binding on you upon your first use of the Site after the changes have been introduced. In the event of any conflict between the current version

of these Terms and any previous version(s), the provisions that are current and in effect will prevail (unless it is expressly stated otherwise).

#### **4. Changes to our Site**

We may update our Site from time to time, and may change the content and Services at any time. However, please note that any of the content on our Site may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Site, or any content on it, will be free from errors or omissions.

#### **5. Accessing our Site**

We do not guarantee that our Services, our Site, or any content on it, will always be available or be uninterrupted. Access to our Site is permitted on an “as is” temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Site or Services without notice. We will not be liable to you if for any reason our Site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Site.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

Our Site is directed to people residing in the United Kingdom. We do not represent that the content available on or through our Site is appropriate or available in other locations. We may limit the availability of our Site or any service or product described on our Site to any person or geographic area at any time. If you choose to access our Site from outside the United Kingdom, you do so at your own risk.

#### **6. Registration**

You must be at least 18 years old to use our Site as a Customer or a Tutor. Any registration by, use of, or access to our Site by users under the age of 18 is unauthorised and is in breach of these Terms. In using our Site, you represent and warrant that you are at least 18 years old.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk). You will be responsible and liable for any actions of any person logging into the Site using your username and password. We will not be liable for any unauthorised use of your account.

#### **7. Using the Platform**

A Customer can use the Site to search for a selection of self-employed Tutors matching their location and experience requirements. All Tutors have a number of years experience. We verify each Tutor's skills, experience, DBS checks and references before publishing their profile on our Site.

A Customer can view more information about a Tutor with whom they would like to book a Tutor Session by viewing a tutor's profile page (either directly or as a result of a suggested match by SENSational Tutors Limited). If a Customer wishes to engage a Tutor, they may submit a booking request via that Tutor's profile page and the Customer and the Tutor are free to liaise via the Site's messaging facility to discuss and agree the requirements the Tutor Sessions, by email messaging with tutors copying in Sensational tutors or by phone.

### **8. Tutor Session Contract**

When a Tutor accepts a booking, by email messaging with tutors copying Sensational tutors or by confirming on the website, a contract for a Tutor Session is formed between the Customer and Tutor ("**Tutoring Contract**"). Each Tutoring Contract will incorporate the provisions of section 9 of these Terms and any other terms agreed between the parties via the Site in respect of the Tutor Sessions (including but not limited to fees, dates, timings, location, duration, any minimum number of Tutor Sessions which must be booked, attendance, punctuality, subject matter to be covered, provision of materials, preparation for Tutor Sessions, homework assignments, parent/guardian involvement and any rules which apply on the premises where the Tutor Sessions will take place). Subject to compliance with the Tutoring Contract, Tutors must use their own teaching equipment and may provide their teaching services from such locations as are appropriate and agreed with the Customer and use their own initiative as to the way in which the tutoring services are delivered. Customers acknowledge that Tutors are responsible for managing their own schedules and we make no guarantees that Tutors will be available for a requested booking or not subsequently cancel a confirmed appointment.

Please note that our role is limited to providing the Site and we are neither a party to any Tutoring Contract nor the employer of any Tutor. Customers and Tutors are responsible for satisfying themselves as to the terms of any Tutoring Contract offered or accepted and as to the suitability of any Tutor's compatibility with any teaching requirements. We are simply an intermediary and have no control over and take no responsibility for the teaching provided by the Tutors on our Site. Users acknowledge and agree that they have no right to hold or attempt to hold us liable for a Customer's or Tutor's actions, inactions, errors, delays, failures or omissions.

Tutor Sessions must be booked for a minimum of 1.5 hours.

Tutor Sessions can only be cancelled by online notification in advance through the Site, or by email to the Tutor copying in [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk).

### **If you are a Tutor**

To register as a Tutor you must provide us with your current Disclosure and Barring Service ("**DBS**") certificate and any other information or documents we may reasonably request to verify you, your teaching credentials and eligibility. We may undertake appropriate background as Complete Background Screening (CBS) and qualifications checks. The information you provide must be true, accurate, current and complete. If any of the information provided to us by Tutors is misleading, incomplete or inaccurate then we reserve the right to close the Tutor's account and disable their profile on the Site with

immediate effect and without liability. Before being able to register, Tutors will also be required to attend an interview and we may determine in our sole discretion whether the Tutor meets the requisite standards. Tutors must also agree to the terms and conditions of our third party payment service provider “PSP” before using our Services, which can be found at <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full>.

Tutors shall ensure that their profile displays accurate details regarding the fees charged for Tutor Sessions (inclusive of any VAT charged) and shall otherwise comply with the provisions set out in sections 17 and 18 of these Terms. Tutors shall use best endeavours to respond to messages from Customers or potential Customers via our messaging service on the Site or by email messaging copying in Sensational tutors within one (1) Business day and shall provide Tutor Sessions with all due care and skill and in compliance with these Terms and all applicable statutory and regulatory requirements and standards of best practice.

Tutors will be fully responsible for paying any and all tax including any national insurance contributions arising from carrying out any Tutor Sessions. If SENSational Tutors Ltd has to pay any such tax or national insurance contributions, the Tutor will reimburse us in full, any money that we have to pay, and any fine or other punishment imposed on us because the tax or national insurance contributions were not paid by the Tutor.

### **If you are a Customer**

To request and book a Tutor Session you must register as a Customer and provide your valid debit or credit card details which will be used to take payment for your Tutor Sessions. You may also be required to confirm your acceptance of the terms and conditions of our PSP by clicking a tick-box acceptance when the PSP is available.

Whilst we interview Tutors and check that they have a current Disclosure and Barring Service certificate prior to accepting their application to register on this Site, we do not guarantee that a Tutor will meet your requirements or expectations. We only verify Tutors as far as we are reasonably able to by undertaking appropriate checks.

If at any stage you have concerns about the competence, qualifications, suitability or performance of any Tutor please contact us immediately at [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk) and we will take reasonable steps to investigate.

Where a Tutor Session takes place at the Tutor’s premises, the student must either be accompanied by the Customer or some other responsible adult nominated by the Customer, or the Customer must be contactable by the Tutor by mobile phone for the duration of each Tutor Session. Where a Tutor Session takes place at the Customer’s premises, the Customer or another responsible adult must be on the premises throughout the Tutor Session.

The Customer must inform the Tutor before the student attends any Tutor Session of any medical or other condition affecting the student which might be or become relevant in relation to that Tutor Session.

## **9. Fees and Payment**

No fees are payable in order to register on the Platform as a Tutor or Customer.

We provide an illustrative guide to the pricing of Tutor Sessions based on the Tutors' training and experience in order to help Customers to match their requirements. However Tutors remain free to determine their hourly rate. This rate will be specified in the Tutor's profile. Any expenses incurred by the Tutor in the provision of a Tutor Session, including but not limited to travel expenses, hotel costs and subsistence will be reimbursed by the Customer directly to the Tutor unless expressly agreed otherwise between the Tutor and the Customer.

In consideration for the provision of its Services, SENSational Tutors Limited charges the Tutors a commission equal to 25% of the total Fee (including any VAT if applicable) paid by the Customer for each Tutor Session arranged/booked via our Site ("**Commission**"). Tutors will be notified of any changes to the Commission from time to time and any such changes shall only apply to future Tutor Sessions and shall not apply to any Tutor Sessions previously booked and paid for). You agree to provide us with any information we may request from time to time about the number, length and fees for Tutor Sessions provided.

Any payments to Tutors for Tutor Sessions ("**Fee(s)**") must be made at the time of making the booking;

- (i) via our third party PSP in accordance with the terms and conditions set out here <https://www.paypal.com/us/webapps/mpp/ua/useragreement-full> which may vary from time to time and in accordance with the any additional terms included as part of the Tutoring Contract. All prices must include VAT. The PSP will charge a percentage (variable from time to time) of the Fee for each Tutor Session. The PSP will collect payment of the Fee on the date upon which the Tutor Session takes place using the payment card details provided when the Customer booked the Tutor Session and the Commission will be automatically deducted from Fees paid to Tutors by Customers via our PSP; or
- (ii) when our third party PSP is unavailable by bank transfer once an invoice have been sent by email by SENSational Tutors Limited on behalf of tutors for 100% of the fees. An invoice will be issued to the tutors for the Commission and the payment to SENSational Tutors Ltd. from the tutors should be made within 24 hours of any payments made to the tutors from the clients.

In the event that Fees are not paid on time, the Customer may be charged interest on the overdue sum at the rate of 4% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until payment is made in full to the Tutor of the overdue sum, whether before or after judgment. The Customer shall pay the interest due together with the overdue sum.

In the event that a booked Tutor Session is cancelled by the Customer with less than 48 hours notice, or if the student fails to attend a Tutor Session, full payment for that Tutor Session shall still be due and paid. In the event that a booked Tutor Session is cancelled by the Tutor, the Tutor will either refund to the Customer in full the payment made to for that Tutor Session (unless the Customer and Tutor agree to make a substitute future booking, in which case the Fee for the missed Tutor Session will be applied to the rebooked Tutor Sessions.

If the Customer is a consumer within the EU (meaning the parent/guardian of a student who receives services from a Tutor comprising one or more Tutor Sessions for the individual student's personal use and for purposes wholly or mainly outside the purposes of any business), the Customer may for any reason cancel a booked Tutor Session during the 14 day period after it has been accepted and the Tutor will refund the payment(s) to the Customer within 14 days of receiving the notice of cancellation. However, if the booking includes any Tutor Session on a date which is before the end of that 14 day period (and the Customer has

expressly requested the Tutor to provide any such Tutor Session in that 14 day period and the Tutor does so), the Customer may not cancel that requested Tutor Session and the Customer must pay for it in accordance with this section 9. If a Customer requests that a booking be cancelled in this way, they must confirm this clearly in writing (including via the messaging facility on the Site) any way convenient to You.

## **10. Bypassing SENSational Tutors Limited**

All communications between Customers and Tutors must take place via the Site and all payments for Tutor Sessions must be made via our PSP. Users agree to immediately notify us of any offer or suggestion to circumvent the site in breach of this section. Where we suspect or have knowledge that a user has engaged or is engaging in such circumvention techniques, we may take such action as we deem appropriate, including but not limited to immediate account deactivation and/or account/profile deletion including all the information on it.

Neither Customers nor Tutors shall, during their registration on the Site or for a period of 6 months after its termination or expiry, employ, contract the services of, or solicit or enter into any business transactions or agreements with any person who is or was engaged by or introduced to them via the Site with a view to or having entered into a Tutoring Contract.

Tutors agree to pay SENSational Tutors Limited on demand any Commission we would have been duly entitled to receive had such payments been made via our PSP and shall indemnify us for any losses, costs or expenses suffered or incurred in connection with recovering the same.

## **11. Intellectual Property Rights and Use of Material on our Site**

We are the owner or the licensee of all intellectual property rights on our Site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved and, subject to the below, you may not reproduce, copy, distribute, sell, sub-licence, store, or in any other manner re-use content from our Site unless given express written permission to do so by us.

You may print off one copy and may download extracts of any page(s) from our Site for your personal use. You may draw the attention of others within your organisation to content posted on our Site.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our Site must always be acknowledged.

You must not use any part of the content on our Site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our Site in breach of these Terms, your right to use our Site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You agree that you will not use our intellectual property rights in any way other than allowed under these Terms and any infringement by you thereof will be a material breach of these Terms.

## **12. No reliance on Information**

The content on our Site is provided for general information only. It is not intended to amount to advice on which you should rely. It is your responsibility to ensure that any Services or information available through the Site (either directly or indirectly) meet your specific requirements. You use the Site solely at your own risk.

Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the content on our Site is accurate, complete or up-to-date, nor do we endorse or give any warranties regarding the reliability or accuracy of any of the advice given on the Site, or of any specific techniques or approaches recommended or employed by the Tutors.

## **13. Limitation of our Liability**

Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

Insofar as is permitted by law, we make no representation, warranty, or guarantee that our Services will meet your requirements or expectations, that they will be fit for a particular purpose, that success or any other specific results may be achieved (including passing any examination) as a result of a student taking part in any Tutor Sessions, or that they will be error-free, timely, reliable, secure or virus-free. They are provided solely in order to facilitate the matching and management of administration between Tutors and Customers. We are not a party to any transactions or other relationships between Tutors and Customers, or to any dispute between those parties. Any claims must be made directly against the party concerned and Tutors shall be responsible for any problems arising as a result of the provision of their tutor services and shall put these problems right at their own cost. The Tutor is not our employee or agent and, save where expressly provided for in these Terms, a Tutor or Customer has no power or authority to alter or waive any of these Terms, or to bind or commit us in any way. While we aim to interview all Tutors before they are permitted to advertise on the Site, we are not responsible for the actions of Tutors and cannot vouch for the quality of the service provided by the Tutors. Customers and Tutors should consider taking out insurance cover in respect of losses incurred by either party as a result of the hosting or delivery of a Tutor Session. We will have no liability for any loss or injury sustained by a Customer, Tutor or student due to the premises at which the Tutor Session is delivered not being safe or suitable or otherwise.

To the fullest extent permissible by law, we accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) our Site and Services or the use of or reliance upon our Services or any content included on our Site or in any Tutoring Contract. To the fullest extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our Services, Site or any content on it, whether express or implied, including any guarantee that our Site will meet your requirements.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, our Site;
- use of or reliance on our Services or any content displayed on our Site;
- loss of profits, sales, business, or revenue
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any content on it, or on any website linked to it. We accept no responsibility or liability arising out of any disruption or non-availability of our Site resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events or acts of war.

We assume no responsibility for the content of websites linked on our Site. Unless expressly stated, these websites are not under our control. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

#### **14. your content**

content that you post using our Services is your content, and includes (but is not limited to) anything you post on our Site such as articles, blogs, usernames, profile pictures, photos, descriptions, reviews, testimonials video, comments, audio files or videos, resource information, planning and assessment information, educational and behavioural strategies (“**your content**”). We do not make any claim to your content. your content must comply with the content Standards in paragraph 18 below.

We reserve the right (but have no obligation) to screen, approve (or reject), edit and/or remove any of your content at any time.

A. **Responsibility for your content.** You understand that you are solely responsible for your content. You warrant that you have all necessary rights to your content and that you are not infringing or violating any third party’s rights by posting it or uploading it to the Site. You agree to indemnify us for any loss or damage suffered by us as a result of your breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

B. **Permission to Use your content.** By posting, submitting, uploading or transmitting your content on or via our Site, you grant us a licence to use it (as further described in section C below). We don’t claim any ownership to your content, but we have your permission to use it to help us function and grow. That way, we won’t infringe any rights you have in your content and we can help promote your content and use it to deliver our Services.

C. **Rights You Grant to us.** By posting your content on the Site, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, fully transferable, sub-licensable, perpetual licence to use, display, edit, modify, reproduce, distribute, store, and prepare derivative works of your content to operate and promote the Site, in any formats and through any channels, including across any third-party website or advertising medium. your content will be considered non-confidential and nonproprietary and we have the right to use, copy, distribute and disclose it to third parties.

D. **Reporting Unauthorized content.** We take intellectual property rights very seriously, and are committed to following appropriate legal procedures to remove infringing content from our Site. If content that you own or have rights to (including your content) has been posted to the Site without your permission and you want it removed, please contact us at [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk). If your content infringes another person's intellectual property, we will remove it if we receive proper notice. If any third party claims that any material posted or uploaded by you to the Site violates their intellectual property rights, or their right to privacy, we have the right to disclose your identity to them. We'll notify you if that happens and you agree to indemnify us for any loss we suffer as a result of such infringement.

E. **Inappropriate, False or Misleading content.** This should be common sense, but there are certain types of content we don't want posted via the Site (for legal reasons or otherwise). You agree that you will not post any content that is abusive, threatening, defamatory, obscene, vulgar or otherwise offensive or in violation of our Terms (including the content Standards set out in paragraph 18 below). You also agree not to post any content that is false and misleading or uses the Site in a manner that is fraudulent or deceptive. We will not be responsible, or liable to any third party, for your content or the accuracy of any materials posted by you or any other user of the Site.

As a Tutor your personal profile is strictly restricted to professional background and expertise.

Some of the Site is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that we may place such advertising and promotions on the Site or on, about, or in conjunction with your content without any payment being or becoming due to you. We are not responsible for the content of any advertising on the Site including, but not limited to, any errors, inaccuracies, or omissions therein.

Users agree to keep in strict confidence and not disclose to any third parties any information or documents of a sensitive or confidential nature which they obtain about other users as a result of the arrangements contemplated or entered into between them, or in the course of using the Site.

If you submit content to be published on our Site, you confirm that you are the current copyright owner of any material submitted and agree to public publishing of your name as author of the material.

## 15. Viruses

We do not guarantee that our Site will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Site. You should use your own virus protection software.

You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Site, the server on which our Site is stored or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack. A breach of this provision is a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

## **16. Linking to our Site**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Site in any website that is not owned by you.

Our Site must not be framed on any other Site, nor may you create a link to any part of our Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website to which you are linking must comply in all respects with the content Standards paragraph set out below (content Standards).

If you wish to make any use of content on our Site other than that set out above, please contact us at [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk).

## **17. Prohibited uses**

You may use our Site only for lawful purposes. You may not use our Site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To send, knowingly receive, upload, download, use or reuse any material which does not comply with our content standards described in the next paragraph (content Standards).
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other

harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to reproduce, duplicate, copy or resell any part of our Site in contravention of these Terms.
- Not to access without authority, interfere with, damage or disrupt:
  - any part of our Site;
  - any equipment or network on which our Site is stored;
  - any software used in the provision of our Site; or
  - any equipment or network or software owned or used by any third party.

## **18. content standards**

These content standards apply to any and all material which you upload or contribute to our Site (contributions), and to any interactive services associated with it. You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

We are not responsible for the content or accuracy of, or for any opinions, views, or values expressed in any comments or other content posted by users. Any such opinions, views, or

values are those of the relevant user and do not reflect our opinions, views, or values in any way.

## **19. Suspension and termination**

We will determine, in our discretion, whether there has been a breach of these Terms. When a breach has occurred, we may take such action as we deem appropriate, including any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our Site (including suspension or termination of your account and/or profile)
- Immediate, temporary or permanent removal of any posting or material uploaded by you to our Site.
- Issue of a warning to you.
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- Further legal action against you.
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of these Terms. The responses described in this policy are not limited, and we may take any other action we reasonably deem appropriate.

You agree to fully reimburse us for all losses (including loss of profit, revenue, goodwill or reputation), costs and expenses arising out of any breach of these Terms by you, or any other act or omission by you in using the Site or by any other person accessing the Site using your personal information with your authority that results in any legal responsibility on our part to any third party.

If your account is terminated or deactivated (by you or by us), your photos and all other data uploaded and pertaining to your account/profile (including your content) will no longer be accessible through your account, but those materials and data may persist and appear within the Site (for example if your content has been re-shared by other users).

We encourage you to maintain your own backup of your content. We are not a backup service and you agree that you will not rely on the Site for the purposes of backup or storage of your content. Whilst we will take all reasonable steps to keep your content secure, we do not guarantee that others will not gain access to your information or that your content will be stored safely. You acknowledge that the Internet may be subject to breaches of security and that the submission of content or other information may not be secure.

You may close your account at any time online or by emailing [director@sensationaltutors.co.uk](mailto:director@sensationaltutors.co.uk) provided that Tutors carry out any outstanding Tutor Sessions and Customer pay for the same. Closing your account will also remove access to any areas of the site requiring an account for access.

## **20. Miscellaneous**

Clause headings are inserted for convenience only and shall not affect the interpretation of these Terms. We will not lose our rights under these Terms by reason of any delay by us in enforcing those rights.

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

These Terms, and all incorporated documents referred to herein, constitutes the entire agreement as to your use of and our provision of the Site and the Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral.

You acknowledge that, in entering into this agreement, you do not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or any incorporated documents referred to herein.

## **21. Applicable law**

These Terms will be interpreted, construed and enforced in all respects in accordance with the laws of England and Wales, and you irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

## **22. Contact us**

To contact us, please contact our Customer Services team on 020 3582 1136 or 07497 139794 or by email at [admin@sensationaltutors.co.uk](mailto:admin@sensationaltutors.co.uk).

Thank you for visiting our Site.