

TeacherTutor.org Tutor T&Cs



1. Introduction

TeacherTutor.org Limited is established on moral principles of integrity, honesty and professionalism and we work in partnership with tutors to achieve the common goals of providing a high quality service to help students bridge gaps and build their knowledge. The following terms and condition expectations will ensure this.

By creating an account on the TeacherTutor.org website You agree to be bound by the terms and conditions set out below.

2. Terminology

The following terminology applies to these terms and conditions:

- **"Account"** means the Tutor Profile created by You which contains Your personal information.
- **"Client"** refers to a person that intends to use Our Website to either utilise Our tutor search engine to find a private tutor or be matched with potential tutors who have a submitted a tutor Profile on Our Website and then enter into a contractual relationship with a Tutor who will provide tuition independent of Teachertutor.org Limited.
- **"Company", "We", "Our" and "Us"**, refers to Our Company, TeacherTutor.org Limited trading as teachertutor.org.
- **"Matching Fee"** the fee We charge for matching Clients/Students and Tutors and releasing Tutor contact details via Our Website.
- **"Profile"** means a tutor Profile created by Your which sets out those details set out in clause 3 which can be viewed on Our Website.
- **"Services"** means the services available to Clients and Tutors through Our Website which includes the matching of clients with tutors and use of Our tutor search engine.
- **"Student"** means a person under the age of 18 receiving the tutoring from You as arranged by a Client.
- **"Tuition Agreement"** means an agreement between a Tutor and a Client to provide tuition services separate to Teachertutor.org Limited. We are not responsible for this Tuition Agreement as it is agreed separately between a Client and a Tutor.
- **"Tutor Fees"** means the hourly fee You agree with a Client under the Tuition Agreement.
- **"Website"** means the teachertutor.org website.
- **"You, Your and Tutor"** means a user of Our Website who completes a registration as a Tutor and has a Profile on Our Website.

3. Registration

- 3.1 Our Services are intended for the use of clients and tutors only and not organisations or businesses. You confirm that You are not an organisation or business when registering for a Tutor Account with Us. Any organisations or businesses interested in Our Services should contact Us and We will endeavour to support Your needs.
- 3.2 All information You provide to create an Account and Profile shall be complete, accurate and up to date and You shall keep these details up to date. You will also provide a professional image to be used on Your Profile.
- 3.3 You are responsible for all of Your content which must be complete, accurate, true, up to date, genuine and not misleading, relevant and appropriate and comply with Our website terms and conditions of use and guidance and all applicable laws. You acknowledge that the Profile You create will be publicly viewable and clients and Website users will be able to see Your Profile in full, including (without limitation) reviews, with the exception of Your contact details. Your Profile and Profile content may also be visible in search engine results. If you do not want this information to appear in search engine results, then deselect the option in Your Account settings, however You accept that this does not

guarantee Your information will not appear in search engine results. You can amend or update Your Profile at any point.

3.4 During the Account registration process, You will be required to:

- submit Your username (which will be Your email address) and to create a password to access Your Account and to access and use the Services (together the "Login Details");
- provide Us with the information required at clause 5).

3.5 You will keep Your Login Details and any other credentials relating to Your Account and the Services confidential at all times and not reveal it to anyone else. You are responsible for all activities that are carried out under Your Account. You understand that We do not have the means to check the identities of all people using Our Website and will have no liability whatsoever if Your Login Details or Account are used by someone else. You shall notify Us immediately by email to admin@teachertutor.org of any unauthorised use of Your Account or Your Login Details.

3.6 You will not create any Accounts other than those set out in clauses 3.1 and 3.2, as applicable. You will not create any Account for the purpose of abusing or in any way compromising the functionality or availability of Our Website, including for other tutors or for clients. If We reasonably believe that You have breached this clause, We may terminate Our contract with You immediately on providing notice to You. Such notice may be issued via email.

3.7 You can remove Your Profile and Account with Us at any point. To do so You should simply email admin@teachertutor.org and We will remove Your Account and send You a confirmation email, in which We may ask You for feedback on Your decision.

4. Availability

You are responsible for setting Your availability for tutoring on Your Profile. You agree to ensure this up to date and notwithstanding extenuating circumstances, We reserve the right to suspend or terminate Your Account if We receive feedback that Your advertised availability is inaccurate in practice.

5. References

5.1 In setting up an Account and Profile with Us, You confirm that You are at least eighteen (18) years of age. In setting up an Account and Profile with Us We require You to provide the following documentation, which We will process in line with Our Privacy Policy and Our privacy notices:

- Identification evidence through our partner TrustID
- 2 referees that may be professional or character references. Referees must reside in the UK. We will review references;
- Qualified Teacher Status (QTS) certificate;
- Current and up to date disclosure and barring service document

5.2 You consent to Us contacting the 2 references in relation to references for You and Your potential as a tutor.

5.3 Where You are unable to provide Us with an up to date enhanced disclosure and barring service document, We cannot accept You on our platform.

5.4 We will not publish details of the enhanced disclosure and barring service results on Your Profile.

6. Communications

You will operate with integrity and respond promptly (within 14 days) to messages from Us and Clients using Our Website (either messages prior to the purchase of Your contact details, or after purchase of Your contact details) and We reserve the right to remove, suspend or make inactive Your Profile if communication is either not within these time frames or fails to meet Our professional standards.

7. Pricing

7.1 You are responsible for Your own pricing for tutoring services and You shall provide details of this on Your Profile, adjusted for different tutoring services You provide. Part of Our Service uses Your

pricing to accurately match Clients with tutors. You must declare to a Client requesting to engage in Your service the breakdown of Your prices covering amount, time duration and any proportion of price that is tax.

7.2 We do not permit You to pass any contact details or arrange a specific meeting location on the messaging forum of Our Website, prior to the Client/Student paying Our Matching Fee. Doing this will result in Your Account being terminated and You being removed from Our database.

8. Status

8.1 In setting up an Account and Profile with Us You acknowledge that You are not employed by Us, You are self employed and therefore responsible for taking payment from a Client, pricing, taxes, reputation and conduct. When You have agreed pricing with a Client, payment or confirmation of receipt of payment is between You and the Client is not offered, underwritten or approved by Us.

8.2 You are responsible for calculating how much VAT should be payable on any services You provide.

8.3 This terms and conditions are not a contract of employment and accordingly You shall be fully responsible for and shall indemnify Us for and in respect of:

- any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of Your services or engagements You make through or via Our Website or resulting from Our Services, where the recovery is not prohibited by law. You shall further indemnify Us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by Us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and
- any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by You against Us arising out of or in connection with the provision of Your services, except where such claim is directly as a result of Our act or omission.

8.4 The relationship between You and Us will be that of independent contractor and nothing in these terms and conditions shall render You an employee, worker, agent or partner of Us and the You shall not hold Yourself out as such.

9. Tutoring Requests

9.1 You must not share any personal contact details with Clients prior to Us contacting You to state that the Client has requested and we have released Your contact details to the Client.

9.2 Prior to a Client purchasing Your contact details, You must correspond using only first names.

9.3 You shall respond promptly and within 72 hours to tuition enquiries, this maintains the integrity of the Company and Your professionalism as a tutor. Discuss the Client's requirements and only progress if You think You can fulfil these and guarantee value.

9.4 You must keep Your availability for tutoring up to date on Your Profile. If You are unavailable for tutoring for an extended period then You can change Your Profile from 'live' to 'unavailable'. Once marked as "unavailable" we will not reveal your contact details unless You otherwise give Us permission to do so or change the status back to "live".

9.5 In agreeing to provide a tuition service, You shall be transparent about Your pricing, any portion that is tax and how and when You expect payment. We advise a secure payment such as PayPal immediately prior to or proceeding the lesson.

9.6 You shall be prepared to share evidence of qualifications with a Client and references if required.

9.7 Your Client's are Your customers, be clear about Your terms and conditions and Your expectations of Your Clients.

9.8 You shall maintain and update Your Profile, ensuring that You change Your availability if required. We conduct checks on Profiles and will remove any Accounts/Profiles where Our values, reputation and image are or are likely to be compromised or negatively impacted.

10 Tutor Integrity

- 10.1 You shall always act in a Client's best interests and shall provide your tuition services with the highest level of skill and care and in accordance with good industry practice.
- 10.2 You shall use all reasonable endeavour to build positive and professional relations with Clients (parents) and Students.
- 10.3 You shall ensure that all welfare or learning concerns of a Student should always be shared promptly with a Client (parent), even if this puts Your ongoing tutoring at risk.
- 10.4 You shall provide regular updates to Clients (parents) on learning progress, ensuring dialogue is open and honest and built on trust.
- 10.5 You shall uphold the teacher standards set by the United Kingdom Department for Education (as updated from time to time)
- 10.6 You shall act fairly and professionally when responding to Client feedback. We will only remove Client reviews where We believe they are misleading, offensive, violate the law, infringe on the rights of others or fail to accord to Our Website terms and conditions of use.

11 Tuition Lessons

- 11.1 You shall ensure that any tuition whether online or otherwise with a Student is in the presence of a parent or carer.
- 11.2 You shall ensure that lessons and tuition sessions with Students are booked with the Client (parent/carer). You should refrain from requesting contact or personal details of any person under the age of eighteen (18) years old.
- 11.3 You shall be clear about the date, timing and access arrangements for lessons and You shall ensure that You are prompt to all lessons.
- 11.4 You shall prepare thoroughly for lessons, respond in a timely way where specific learning needs arise and keep an open dialogue with the Client (parents) using the 'my students' section of Your Account.
- 11.5 Where possible, You shall share Your tuition resources with the Clients enabling independent learning of Students.
- 11.6 You shall use all reasonable endeavours to build strong professional relationships with the Client (parents) and Students.

12 Tutor Reviews

- 12.1 In completing Your registration and creating a Profile, You agree to the sharing of Your Profile publicly on Our Website. You also agree to clients registered with Us and who have used Your tutoring services leaving reviews on Your Profile and the service You provide and You will receive an email with the review in full.
- 12.2 Where a Client leaves a review they shall use a numerical score average 1 – 4 whereby 1 is the best score and 4 is the worst across all review categories and individual category scores will be published automatically on Your Profile when the review is submitted.
- 12.3 Where a Client leaves a comment You shall either approve or decline the comment within 3 weeks of receipt of the review. If You approve the comment it will be published in full on Your Profile. If You decline the comment We will not publish the comment (next to the review it will appear as '*unpublished-negative*') and if after 3 weeks You neither decline or accept the comment We will only publish it in full on Your Profile if the numerical average for the review is 2.5 or higher and if the score is lower than this We will not add the comment, but will add '*unpublished-negative*' next to the review.
- 12.4 You accept that We have the sole discretion to edit, remove or review content on Your Profile. There is no requirement for Us to mediate in relation to disputes between a Tutor and Client in relation to reviews submitted to and published on Your Profile.
- 12.5 Following a Client review, You have the option of responding to the review and Your comment will be published alongside the review in the review section of Your Profile. Comment responses must be accurate, complete and not misleading.

13 Limitation of Liability

- 13.1 Subject to clause 13.2 Our total liability to You under or in relation to this contract shall not exceed an amount equal to the Matching Fee.
- 13.2 Nothing in the contract limits Our liability for:
 - 13.2.1 death or personal injury caused by negligence;
 - 13.2.2 fraud or fraudulent misrepresentation;
 - 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or
 - 13.2.4 any liability that legally cannot be limited.

14 Non-dealing

- 14.1 If You are currently employed (either full time, part time, or supply) by a school, college or other educational establishment You agree not to engage in any paid work with students who attend the school, college or educational establishment with whom You are employed.
- 14.2 We may remove Your Account and Profile if We become aware of any breach of clause 14.1.

15 Termination

- 15.1 Without limiting its other rights or remedies, We may terminate this contract with immediate effect by giving written notice to You if:
 - 15.1.1 You commit a material breach of any term of the contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so; or
 - 15.1.2 You suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of Your tutoring business; or
 - 15.1.3 Your financial position deteriorates so far as to reasonably justify the opinion that You ability to give effect to the terms of the contract is in jeopardy.
- 15.2 We may also terminate this contract by giving 4 weeks written notice to You.
- 15.3 Written notice can be issued by email.
- 15.4 We shall not be in breach of the contract or otherwise liable to You for any failure or delay in the performance of its obligations if such delay or failure results from a circumstance, event or cause outside our reasonable control.

16 Changes to Terms

We reserve the right to modify these terms at any time. You will be notified of any changes via email.

17 Other important terms apply to Our contract

- 17.1 We can transfer Our contract with You, so that a different organisation is responsible for supplying Our Service. We will contact You to let You know if We plan to do this. If You're unhappy with the transfer You can removed Your Profile.
- 17.2 Nobody else has any rights under this contract. This contract is between You and Us. Nobody else can enforce it and neither of Us will need to ask anybody else to sign-off on ending or changing it
- 17.3 If a court invalidates some of this contract, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 17.4 Even if We delay in enforcing this contract, We can still enforce it later. We might not immediately chase You for not doing something (like paying) or for doing something You're not allowed to, but that doesn't mean We can't do it later.

18 Governing Law and Jurisdiction

The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

19 Contact Us

If You have any questions about these Terms, please contact Us at admin@teachertutor.org

Privacy Notice

This privacy notice aims to give You information on how We collect and process Your personal data through Your use of Our Services, including any data You may provide through Our Website when You create an Account.

TeacherTutor.org Ltd is the controller responsible for Your personal data. We collect and process Your personal data when You use Our Services.

This privacy notice provides information on how We collect and process Your personal data when You create an Account and Profile.

Our Website privacy policy contains more detailed information about Our data processing (including about data security, data retention and lawful processing bases) and You should read that in conjunction with this privacy notice.

PERSONAL DATA WE COLLECT

We may collect, use, store and transfer different kinds of personal data about You when You create an Account and Profile as follows:

Aggregate Data may be derived from Your personal data but does not directly or indirectly reveal Your identity. For example, We may aggregate certain usage data to calculate the percentage of users accessing a specific website feature. However, if We combine or connect aggregate data with Your personal data so that it can directly or indirectly identify You, We treat the combined data as personal data which will be used in accordance with this privacy notice.

Background Data (only applicable to tutors) includes Your date of birth, ID numbers, Photo ID, Address ID, CRB/DBS documentation, and change of name documentation.

Contact Data includes Your name, email address, telephone number, postal address, postcode.

Login Data includes Your username, password, and any unique account ID numbers.

Messaging Data includes any information provided by Your use of the Website's messaging system.

Special Category Data: We do collect certain special category data from tutors (see above, Background Data).

Technical Data includes Your IP address, browser details, operating system details, pages visited, and actions taken.

Tutor Profile Data (only applicable to tutors) includes the subjects You may tutor, the level at which You may tutor those subjects, Your prices, any previous tutoring or experience You may have, qualifications, native language, details regarding Your education and employment, any photos or videos that You upload, information received from references that You provide, feedback from Students who have used Your services as a tutor, and information You provide in Your biography.

HOW WE USE PERSONAL DATA

We will only use Your personal data for the purpose for which We collected it in compliance with the law. Most commonly, We will use Your personal data in the following circumstances:

- Internal record keeping.

- To provide You and Clients with services and manage Your account.
- To improve Our services.
- To manage Our relationship with You
- To carry out an enhanced disclosure and barring service check via The Tutors Association

How We share Your personal data

We will share Your personal data with Clients and third parties such as the Tutor Association and the UK Government.

International transfers

We will not transfer, store and process Your personal data outside the UK.

Your legal rights

For details of Your rights under data protection laws, including the right to receive a copy of the personal data We hold about You and the right to make a complaint at any time to the Information Commissioner's Office, the UK regulator for data protection issues (www.ico.org.uk), please see Our Website privacy policy.

Contact details

If You have any questions about this privacy notice or Our data protection practices please contact Us at: admin@teachertutor.org.