

TeacherTutor.org Website Terms and Conditions of Use & Privacy Policy

1. Introduction

Welcome to TeacherTutor.org Limited's website ("our website"). We are registered in England and Wales under company number 15981741 and have our registered office at Pea Top Grange, Culgaith, Penrith, United Kingdom, CA10 1QW.

To contact us please email support@teachertutor.org.

These terms and conditions of use outline the rules and regulations for the use of our website . By accessing our website, you confirm that you accept these terms and conditions of use. Do not continue to use our website if you do not agree to all the terms and conditions of use stated on this page. We recommend that you print a copy of these terms for future reference.

Our website provides a platform connecting individuals seeking educational assistance ("Clients") with qualified educators ("Tutors"). Our website and services are designed to facilitate the connection between Clients and Tutors through a tuition arrangement ("Tuition Agreement"). We do not typically extend these services to organisations or businesses unless explicitly stated. By registering on the our website, you confirm that you are not representing an organisation or business and will not use our services for organisational or business purposes. However, we welcome inquiries from organisations wishing to collaborate with us. Please direct such inquiries to the contact details as noted above.

Tutors can create profiles and Clients can browse and request contact details of Tutors to establish a Tuition Agreement.

The information provided by TeacherTutor.org is for general informational purposes only. All information is provided in good faith, but we make no representations or warranties of any kind regarding its accuracy or completeness. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete or up to date.

2. Other terms that may apply to you

These terms and conditions of use refer to the cookie policy, which sets out information about the cookies on our website.

If you create a Client or Tutor profile, our Client T&Cs or Tutor T&Cs (which contain details of how we will use your personal data) will apply.

3. Changes to these terms and conditions of use and the TeacherTutor.org website

We reserve the right to modify these terms and conditions and will notify users of any changes. You must ensure contact details on your account with us are up to date so we can contact you in relation to any changes.

We do not guarantee that our website, or any content on it, will always be available or uninterrupted. We may suspend or restrict the availability of all or part of our website for

business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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

4. The TeacherTutor.org website is only for users in the United Kingdom

Our website is directed to people residing in the United Kingdom. We do not represent that content available on or through our website is appropriate for use or available in other locations.

5. Account Registration

To access certain features of our website, you must register for an account and create either a Client or a Tutor profile. You agree to provide accurate, current, and complete information during the registration process. You must keep your account details confidential and not disclose it to any third party.

We have the right to disable your account at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms and conditions of use or any other applicable terms and conditions, guidelines or policies. You can remove your profile and account with us at any point, simply click the 'request to remove my profile' option in your account and we will remove your account and send you a confirmation email, in which we may ask you for feedback on your decision.

6. Your Use of the Website

You agree not to:

- Encourage, procure, or carry out any criminal activity.
- Breach any applicable laws.
- Disseminate defamatory, obscene, vulgar, or indecent material, or any material that harasses, threatens, abuses, or discriminates.
- Distribute unsolicited communications, including spam.
- Transfer files containing viruses or other harmful programs.
- Access others' accounts or penetrate our website's security.
- Use our website for purposes other than as an individual, Tutor or Client.

7. How you may use material on the TeacherTutor.org website

All content on our website, including text, graphics, logos, and software, is the property of TeacherTutor.org Limited or licensed to us and is protected by copyright laws and treaties around the world. All such rights are reserved.

Your use of our website grants you no rights in relation to any intellectual property in our website or its content. You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our website in breach of these terms and conditions of use, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms and conditions of use).

You acknowledge and accept that unless we state otherwise, any content on our website has not been verified or approved by us. We shall not be responsible or liable to any third party for the content or accuracy of content posted by you or any other user of our website.

We make no guarantee that any of your content will be kept on our website for any length of time, and we reserve the right to remove your content as we see fit, including if it does not comply with these terms and conditions of use, or the removal is otherwise desirable for our business or operational reasons.

You may not copy, reproduce, republish, download, post, broadcast, transmit, commercially exploit, or distribute any content from our website, except for personal use.

8. No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our website or any services provided via, or in relation to, our website for any purpose, including the development, training, fine-tuning or validation of AI systems or models. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of our website or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information or develop, train, fine-tune or validate AI systems or models which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

You shall not use, and we do not consent to the use of, our website, or any data published by, or contained in, or accessible via, our website or any services provided via, or in relation to, our website for the purposes of developing, training, fine-tuning or validating any AI system or model.

This clause will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

9. User Content

Submitting User Content

You may submit content to our website, including profile information, comments, feedback, messages, and other content ("User Content"). We may review User Content to ensure

compliance with these terms and may reject any content at our discretion. You are responsible for any harm caused by posting content you do not own or that violates the law.

Your Responsibilities

By submitting User Content, you:

- Grant us a non-exclusive, worldwide, royalty-free, perpetual licence (with rights to sublicense) to use, adapt, perform, display, reproduce, communicate, and distribute the User Content through any media now or in the future.
- Grant us and our licensees all consents required for the use of the User Content under applicable law.
- Waive in perpetuity any moral rights or similar rights in any country.
- Confirm you own the User Content and have the right to grant the licence, and the User Content does not infringe any third-party rights.
- Include identifying contact information in User Content.
- Confirm that the User Content does not cause you to breach these terms and conditions of use or any applicable laws.

You acknowledge and accept that unless we state otherwise, any User Content within our website has not been verified or approved by us. We shall not be responsible or liable to any third party for the content or accuracy of your User Content posted by you or any other user of our website.

We make no guarantee that any of your User Content will be kept on our website for any length of time, and we reserve the right to remove your User Content as we see fit, including if it does not comply with these terms and conditions of use, or the removal is otherwise desirable for our business or operational reasons.

We reserve the right to edit your User Content to amend spelling, grammar, punctuation and length, for the purposes of clarity and to ensure that the User Content can comply with these terms and conditions of use.

If you believe that any User Content posted by other users on our website is in breach of these terms and conditions of use, or any applicable laws, please report your concerns immediately to us by emailing us at support@teachertutor.org.

We have the right to disclose your identity to anyone who is claiming that any User Content posted or uploaded by you to our website violates their intellectual property rights or their right to privacy.

Our website may include information and materials uploaded by other users. This information and these materials have not been verified or approved by us. The views expressed by other users on our website do not represent our views or values.

10. We are not responsible for viruses

We do not guarantee that our website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform to access our website. You should use your own virus protection software.

11. You must not introduce viruses

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise harmfully interacting with our website or any part of it. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to the TeacherTutor.org website or any other equipment or network connected with our website. You must not interfere with, damage or disrupt any software used in the provision of our website or any equipment or network or software owned or used by any third party on which this website relies in any way. You must not attack our website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

12. Limitation of Liability

We will not be liable for any damages arising from your use or inability to use our website. Your use of our website and reliance on any information is solely at your own risk.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any services to you, which will be set out in the terms and conditions you agree to when you create a Client or Tutor profile.

- If you are a business user:
 - we exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
 - we will not be liable to you 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 website; or
 - use of or reliance on any content displayed on our website.
- In particular, we will not be liable for:
 - 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.
- If you are a consumer user:
 - We only provide our website for domestic and private use. You agree not to use our website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

We will only use your personal information as set out in Client T&Cs or Tutor T&CS.

14. Governing Law

If you are a consumer, please note that these terms and conditions of use, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms and conditions of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Privacy Policy

This privacy policy explains how TeacherTutor.org uses and protects any information that it collects about you when you use our website - teachertutor.org.

PURPOSE AND SCOPE OF THIS PRIVACY POLICY

This privacy policy aims to give you information on how TeacherTutor.org Limited collects and processes your personal data through your use of our website, including any data you may provide through this website when you create an account.

Our website is not intended for children, and we do not knowingly collect data relating to children. Parental supervision is required if children are to use our website.

It is important that you read this privacy policy together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing

personal data about you so that you are fully aware of how and why we are using your data. This privacy policy supplements the other notices and is not intended to override them.

CONTROLLER

Teachertutor.org Limited is the controller and is responsible for your personal data (referred to as “we”, “us” or “our” in this privacy notice).

We have appointed a Data Protection Officer (DPO) who is responsible for overseeing questions in relation to this privacy notice. If you have any questions about this privacy policy, including any requests to exercise your legal rights, please contact the DPO at support@teachertutor.org.

CONTROLLER CONTACT DETAILS

Our full details are:

Teachertutor.org Limited

Company number: 15981741

Postal address: Teachertutor.org Limited, Pea Top Grange, Culgaith, Penrith, United Kingdom, CA10 1QW

Email address: admin@teachertutor.org

Data Protection Officer

Email address: admin@teachertutor.org

See <https://www.teachertutor.org/contact-us/> for complete details.

You have the right to make a complaint at any time to the Information Commissioner’s Office (ICO), the UK supervisory authority for data protection issues (www.ico.org.uk). We would, however, appreciate the chance to address your concerns before you approach the ICO, so please contact us in the first instance.

PERSONAL DATA WE COLLECT

Personal data means any information about an individual from which that person can be identified.

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together 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. (Qualified teacher certificate and QTS number).

Contact Data includes your name, email address, telephone number, postal address, postcode, and latitude and longitude.

Financial Data includes bank account and payment card details.

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

Marketing and Communications Data includes your preferences in receiving marketing from us and our third parties and your communication preferences.

Messaging Data includes any information provided by your use of our website's messaging system.

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

Student Profile Data (only applicable to students) includes the subject in which you desire tutoring and your level of education.

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 choose to 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.

IF YOU FAIL TO PROVIDE YOUR PERSONAL DATA

Where we need to collect personal data by law, under the terms of a contract we have with you, or where we will be otherwise unable to provide you with service, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you. In this case, we may have to cancel the service we provide to you or our website may not work for its intended purpose, but we will notify you if this is the case.

HOW WE COLLECT PERSONAL DATA

We collect your personal data in several ways, but always in compliance with the law. We will collect your personal data in the following manners:

Online Forms: Most information collected from you is collected via an online form that you fill out.

Cookies and Automatic Collection: Certain information is collected by placing a cookie on your computer. Some cookies are required for the operation of our website and are automatically loaded onto your computer. Other cookies are non-essential cookies and require you to opt-in before they will be loaded onto your computer. See our Cookie Policy. In addition, certain information may be collected automatically, including your IP address, your type of operating system, browser type, and the pages you visited and actions you have taken on our website.

HOW WE USE PERSONAL DATA

Legal basis

The law requires us to have a legal basis for collecting and using your personal data. We rely on one or more of the following legal bases:

- **Performance of a contract with you:** Where we need to perform the contract we are about to enter into or have entered into with you.
- **Legitimate interests:** We may use your personal data where it is necessary to conduct our business and pursue our legitimate interests, for example to prevent fraud and enable us to give you the best and most secure customer experience. We make sure we consider and balance any potential impact on you and your rights (both positive and negative) before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- **Legal obligation:** We may use your personal data where it is necessary for compliance with a legal obligation that we are subject to. We will identify the relevant legal obligation when we rely on this legal basis.
- **Consent:** We rely on consent only where we have obtained your active agreement to use your personal data for a specified purpose, for example if you subscribe to an email newsletter.

Purposes for which we will use your personal data

We have set out below, in a table format, a description of all the ways we plan to use the various categories of your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Purpose/Use	Type of data	Legal basis
To register you as a new Client/Tutor	(a) Contact	

To process and deliver your purchase of a Tutor's contact details.	(a) Contact (b) Financial (c) Transaction	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to recover debts due to us)
To manage our relationship with you which will include: (a) Notifying you about changes to our terms or privacy policy (b) Dealing with your requests, complaints and queries	(a) Contact (b) Profile (c) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and manage our relationship with you)
To administer and protect our business and this website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Contact (b) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website content and online advertisements to you and measure or understand the effectiveness of the advertising we serve to you	(a) Contact (b) Profile (c) Usage (d) Marketing and Communications (e) Technical	Necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve the TeacherTutor.org website, services, customer relationships and experiences and to measure the effectiveness of our communications and marketing	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep the TeacherTutor.org website updated and relevant, to develop our business and to inform our marketing strategy)
To carry out market research through your voluntary participation in surveys	(a) Contact (b) Profile	Necessary for our legitimate interests (to study how customers use our products/services and to

	(c) Marketing and Communications	help us improve and develop our products and services)
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Direct marketing

You will receive marketing communications from us if you have requested information from us or purchased services from us and you have not opted out of receiving the marketing.

We may also analyse your Contact, Technical, Usage and Profile Data to form a view which products, services and offers may be of interest to you so that we can then send you relevant marketing communications.

Third-party marketing

We will get your express consent before we share your personal data with any third party for their own direct marketing purposes.

Opting out of marketing

You can ask to stop sending you marketing communications at any time by logging into our website and checking or unchecking relevant boxes to adjust your marketing preferences.

If you opt out of receiving marketing communications, you will still receive service-related communications that are essential for administrative or customer service purposes for example checking that your contact details are correct.

Cookies

For more information about the cookies we use and how to change your cookie preferences, please see Cookie Policy below.

Disclosures of your personal data

We may share your personal data where necessary with the parties set out below for the purposes set out in the table above (Purposes for which we will use your personal data).

- Specific third parties such as the Tutor Association and the UK Government for the purpose of carrying out DBS checks.
- Third parties to whom we may choose to sell, transfer or merge parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your personal data in the same way as set out in this privacy policy.

We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions.

International transfers

We do not transfer your personal data outside the UK.

Data security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.

We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Data retention

How long will you use my personal data for?

We will only retain your personal data for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your personal data for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect to our relationship with you.

To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.

By law we have to keep basic information about our customers (including Identity, Financial and Transaction Data) for six years after they cease being customers for tax purposes.

In some circumstances you can ask us to delete your data: see below for further information.

In some circumstances we will anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

Your legal rights

You have a number of rights under Data Protection Laws in relation to your personal data.

You have the right to:

- Request access to your personal data (commonly known as a "subject access request"). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- Request correction of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- Request erasure of your personal data in certain circumstances. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- Object to processing of your personal data where we are relying on a legitimate interest (or those of a third party) as the legal basis for that particular use of your data (including carrying out profiling based on our legitimate interests). In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your right to object.
- You also have the absolute right to object any time to the processing of your personal data for direct marketing purposes (see **OPTING OUT OF MARKETING** for details of how to object to receiving direct marketing communications).
- Request the transfer of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- Withdraw consent at any time where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.
- Request restriction of processing of your personal data. This enables you to ask us to suspend the processing of your personal data in one of the following scenarios:
 - If you want us to establish the data's accuracy;
 - Where our use of the data is unlawful but you do not want us to erase it;
 - Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or

- You have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.

If you wish to exercise any of the rights set out above, please contact us.

No fee usually required

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.

What we may need from you

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

Time limit to respond

We try to respond to all legitimate requests within one month. Occasionally it could take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

Changes to the privacy policy and your duty to inform us of changes

We keep our privacy policy under regular review.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us, for example a new address or email address.

Third-party links

Our website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements. When you leave our website, we encourage you to read the privacy policy of every website you visit.

Cookie Policy

1. Introduction

Our website uses cookies to improve your browsing experience. This policy explains what cookies are, how we use them, and how you can manage them.

2. What Are Cookies?

Cookies are small text files placed on your device when you visit a website. They are widely used to make websites work, or work more efficiently.

3. How We Use Cookies

We use cookies to:

- Understand and save your preferences for future visits
- Compile aggregate data about website traffic and website interactions
- Improve our services

4. Managing Cookies

You can control the use of cookies through your browser settings. However, disabling cookies may affect your experience on our website.

5. Contact Us

If you have any questions about our use of cookies, please contact us at support@teachertutor.org.