Privacy Policy – Tutors Point Ltd

Effective Date: Date of received **Company Name:** Tutors Point Ltd

1. Introduction

Tutors Point ("we", "us") is a UK platform offering 1-to-1 live tutoring for UK students (KS1–A-Level). This policy explains how we collect, use, share, and protect personal data, drawing on practices at MyTutor.co.uk and aligning with UK GDPR and the Data Protection Act 2018.

2. Personal Data We Collect

- Students & Parents: Name, contact details, billing info, lesson history, communications.
- **Tutors:** Name, email, CV, qualifications, ID, DBS (if UK), teaching profile, and performance data.
- Session Content:
 - Real-time word-level transcripts for monitoring language (via ZEGOCLOUD AI)
 - Screenshots every 3 seconds, only optionally stored if flagged; otherwise automatically deleted.
- **Technical Data:** IP, browser, device, cookies, usage patterns.

3. Purposes & Legal Basis for Processing

- Service delivery & contractual necessity matching, scheduling, conducting, and billing lessons.
- **Legal obligations** safeguarding, tax compliance, record keeping.
- **Legitimate interests** improving platform functionality, safeguarding content integrity (e.g., monitoring during sessions).
- **Consent** for marketing, recorded sessions, and screenshot usage beyond default monitoring.

4. Use of ZEGOCLOUD Monitoring Mechanisms

- Al word monitoring ensures ethical behavior—any flagged language is reviewed and appropriate action taken.
- Automated screenshots taken every 3 seconds during live sessions. These
 are processed by AI for inappropriate content and immediately deleted if no
 issue is detected.

5. How We Share Data

Shared with:

- Payment platforms Stripe & Apple Pay (for billing purposes)
- ZEGOCLOUD for session delivery and monitoring under signed confidentiality and data processing agreements
- Hosting providers
- **Legal/Regulatory bodies** as required (e.g., safeguarding authorities)

6. International Transfers

Tutors Point employs tutors globally (e.g., Pakistan, India). We conduct transfers to third countries under **UK GDPR-compliant safeguards** (e.g., Standard Contractual Clauses).

7. Data Retention Policy

- Lesson recordings & screenshots: processed and deleted within 7 days unless flagged.
- Profile data: retained for active accounts + statutory period.
- Financial records: stored for 6 years per HMRC requirements.

8. Your Data Rights

You may:

- Access, correct, delete, restrict, or port your data
- Withdraw marketing consent at any time Contact: <u>privacy@Tutors Point.co.uk</u>
 Complaints can be made to the ICO.

9. Cookies & Tracking

Used for site performance, analytics, and processing sessions. Manage preferences via browser or cookie banner. See full details in our **Cookie Policy**.

10. Safeguarding Children

For users under 18, parental consent is mandatory. ZEGOCLOUD's live monitoring enhances compliance and safety.

11. Changes

We will notify changes to this policy via email or a notice on the platform.

Terms & Conditions – Tutors Point Ltd

Effective Date: [Insert Date]

1. Overview

Tutors Point is modeled after UK platforms like MyTutor. We facilitate live, 1-to-1 tutoring via integrated video (e.g., ZEGOCLOUD). By using our site, you agree to these Terms.

2. Accounts & Verification

- Students/Parents: provide accurate details; minors need guardian oversight.
- **Tutors**: must verify identity/qualifications, pass DBS or equivalent (if tutoring minors), and agree to Al-monitoring and screenshot policies.

3. Booking, Payment & Pricing

- Book lessons through the platform.
- Flat rates: £15/hr (junior) · £20/hr (GCSE) · £25/hr (A-Level).
- Payments via Stripe; must be received before lesson start.
- Tutors Point remits tutor payments after deducting any platform fees.

4. Cancellation & Refund Policy

- Full refund if cancelled before 24 hours of the booked session.
- No refund within 24 hours unless tutor fails to attend in which case you get a full refund.
- First lesson satisfaction guarantee: refundable if not satisfied.

5. Live Monitoring

- Sessions are **monitored in real time** by Al word detection.
- Screenshots every 3 seconds are captured and immediately discarded unless flagged for review.
- This is legal and consented to by all users when they join a session.

6. Recording & Materials

- Sessions may be recorded for progress tracking; recordings deleted in 7 days.
- Tutors retain IP on their original materials but grant students access for session purposes.

7. Conduct Rules

- Respect is mandatory.
- No sharing of private contact info.
- Misconduct or breach of policy may result in warning, suspension, or permanent ban.

8. Disclaimers & Liabilities

- Tutors Point is a facilitator, not liable for student performance.
- Maximum liability is limited to fees paid.
- No indirect, special, or consequential damages.

9. Safeguarding

- Tutors must undergo necessary background checks.
- Recordings and screenshots support safeguarding compliance.
- Report any safeguarding concerns to <u>safeguarding@Tutors Point.co.uk</u>.

10. Termination

We may terminate accounts for breaches, fraud, or policy violations with no refund.

11. Intellectual Property

- Site content: owned by Tutors Point.
- Tutor content: owned by tutor; licensed to students for educational use.

12. Governing Law

These Terms are governed by **England & Wales law**. Disputes go to courts there.

Tutor Agreement

This Agreement is made on [Date] between:

TutorsPoint Ltd, a company registered in England and Wales

(Company No: [Insert]) with its registered office at [Insert Address] ("the Company"); and

[Tutor Name], residing at [Tutor Address] ("the Tutor").

1. Engagement

- 1.1 The Company engages the Tutor as an **independent contractor** to provide online tutoring services via the TutorsPoint platform.
- 1.2 Nothing in this Agreement creates an employment relationship, partnership, or agency between the parties.

2. Services

- 2.1 The Tutor shall deliver 1-to-1 online tutoring sessions in [Subject(s)] at the times booked by students via the platform.
- 2.2 The Tutor agrees to:
 - Prepare and deliver lessons professionally;
 - Use only the platform-approved tools (e.g., ZEGOCLOUD video, whiteboard, monitoring systems);
 - Refrain from sharing personal contact details (phone, email, social media) with students or parents;
 - Maintain safeguarding standards at all times.

3. Safeguarding & Conduct

- 3.1 Tutors must maintain high ethical and professional standards.
- 3.2 Tutors working with under-18s must comply with safeguarding procedures.
 - UK-based tutors: valid **DBS check** required.
 - Overseas tutors: valid Criminal Record Certificate / Police Clearance / Character Certificate from the relevant authority.
 - 3.3 Sessions are subject to **Al monitoring** (word scanning + automated screenshots every 3 seconds). By signing this Agreement, the Tutor consents to such monitoring.

4. Payment

- 4.1 TutorsPoint shall pay the Tutor a fixed hourly rate of £[Rate] per hour for each completed lesson.
- 4.2 Payments will be made monthly in arrears to the Tutor's nominated bank account (or payment service such as Wise/Payoneer).
- 4.3 Tutors are responsible for paying all applicable **taxes in their own country**. TutorsPoint shall not deduct PAYE, NI, or similar contributions.

5. Cancellations & Refunds

- 5.1 If a student cancels ≥24 hours in advance, no payment is made for that lesson.
- 5.2 If a student cancels within 24 hours, payment is due unless TutorsPoint issues a discretionary refund.
- 5.3 If the Tutor cancels or fails to attend, no payment is due and repeated failures may lead to termination.

6. Lesson Recording & Data

- 6.1 At present, TutorsPoint does **not record lessons**. If lesson recording is introduced in future, recordings will be retained for max **30 days** and then automatically deleted, unless flagged for safeguarding.
- 6.2 Tutors consent to the processing of their personal data under TutorsPoint's **Privacy Policy**.

7. Confidentiality

- 7.1 The Tutor agrees not to disclose any confidential information relating to TutorsPoint, students, or parents.
- 7.2 Confidentiality obligations continue after termination of this Agreement.

8. Intellectual Property

- 8.1 Lesson plans, teaching materials, and resources created by the Tutor remain the Tutor's property.
- 8.2 The Tutor grants the student a limited, non-transferable license to use such materials for personal study only.

9. Term & Termination

- 9.1 This Agreement begins on [Date] and continues until terminated.
- 9.2 Either party may terminate with 14 days' written notice.
- 9.3 TutorsPoint may terminate immediately in cases of misconduct, safeguarding concerns, or breach of this Agreement.

10. Liability

- 10.1 The Tutor shall perform services to a professional standard but does not guarantee exam outcomes.
- 10.2 TutorsPoint's liability is limited to amounts paid for lessons.

11. Governing Law

- 11.1 This Agreement is governed by the laws of **England and Wales**.
- 11.2 Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Managing Director

Tutorspoint.co.uk

Safeguarding Policy – TutorsPoint Ltd

Effective Date: Date of email received

TutorsPoint Ltd is committed to ensuring the safety and welfare of children and young people using our services. Safeguarding is central to our mission.

1. Tutor Vetting

- UK Tutors: must hold a valid DBS certificate.
- Overseas Tutors: must provide a Criminal Record Certificate / Police
 Clearance / Character Certificate issued by the relevant national authority.
- Verification is compulsory before onboarding.

2. Live Session Monitoring

- All lessons are conducted via **ZEGOCLOUD** with built-in Al safeguards.
- Real-time word scanning flags inappropriate or unsafe language.
- Automated screenshots every 3 seconds are reviewed by Al for safeguarding breaches. If no issue is detected, screenshots are immediately deleted.

3. Lesson Recording

- Currently not in place due to cost constraints.
- If recording is introduced in future: retention = **30 days**, then auto-deletion.

4. Parental Consent & Responsibility

- Students under 18 require parental consent.
- Parents are encouraged to supervise younger learners during online lessons.

5. Reporting Concerns

Concerns must be reported to:

<u>safeguarding@tutorspoint.co.uk</u>

TutorsPoint will escalate safeguarding concerns to UK or international authorities where necessary.

6. Zero Tolerance

TutorsPoint has a **zero-tolerance policy** for abuse, exploitation, or harassment. Breaches will result in immediate termination and possible referral to authorities.

Refund & Cancellation Policy – TutorsPoint Ltd

Effective Date: Date of email received

At TutorsPoint, fairness and transparency are fundamental.

1. Student Cancellations

- ≥24 hours notice → full refund.
- <24 hours notice → no refund, unless exceptional circumstances.

2. Tutor Cancellations

If a tutor cancels, students will receive a full refund or free rescheduling.

3. First Lesson Guarantee

 If you are unsatisfied with your first paid lesson, you are entitled to a full refund.

4. Technical Issues

- If a session fails due to TutorsPoint's systems, a refund or reschedule will be offered.
- No refunds for issues caused by student internet/device problems.

5. Refund Process

- Refunds are processed via Stripe or Apple Pay (depending on original payment method).
- Processing time: typically 5–10 working days.

Cookie Policy - TutorsPoint Ltd

Effective Date: Date of email received

TutorsPoint uses cookies to provide the best possible experience.

1. What Are Cookies?

Cookies are small files stored on your device to help our website function effectively.

2. Types of Cookies We Use

- Strictly Necessary Cookies essential for logins, bookings, and payments.
- Performance Cookies to measure and improve website functionality.
- Functional Cookies to remember user preferences.

- Analytics Cookies anonymised tracking of user behaviour.
- Marketing Cookies only used with explicit consent.

3. Managing Cookies

- Manage via our cookie banner or your browser settings.
- Disabling cookies may reduce functionality of the platform.

Legal Pack Setup for Your Website

In your **footer**, you should have a **Legal section** like this (mirroring MyTutor):

- Terms & Conditions
- Privacy Policy
- Safeguarding Policy
- Refund & Cancellation Policy
- Cookie Policy

This separation makes it clear, parent-friendly, and ICO-compliant.