

1. Introduction

1.1 The Wallington Academy Website helps Students to find Tutors, Tutors to market their services, and for Students to book and pay for Lessons. All of these terms and conditions apply to Students and Tutors, unless they specifically state otherwise, or are marked with a "T", when they only apply to Tutors. Clause 5 only applies to Tutors. These terms and conditions replace any previous versions of them.

1.2 The Wallington Academy Website is Privately owned, trading as Wallington Academy. Wallington Academy's other contact details are set out on the Website, which is at <https://Wallingtonacademy.co.uk>.

1.3 A User may register on the Website as a Student or as a Tutor. A User may use the Website without registering, but if a User does register, certain information will be stored, making future visits to the Website easier.

1.4 By registering on or using our Website, the User agrees to be bound by these terms and conditions. These terms and conditions are legally binding – every User should read them fully before agreeing to them. (Please print or save these terms for future use as Wallington Academy will not keep a file copy specifically for the User and Wallington Academy cannot guarantee that they will remain accessible on the Website in future.) If a User does not wish to be bound by these terms, they should not use the Website.

1.5 ("T") Where the person who agrees these terms and conditions contracts on behalf of a company/organisation, they hereby confirm that they have authority to act on behalf of that entity.

1.6 Certain words are defined in clause 16 (Definitions) of these terms and conditions and are capitalised throughout.

2. Wallington Academy Rights & Responsibilities

This clause sets out what Wallington Academy promises to do:

2.1 To help Tutors and Students to meet by allowing Tutors to advertise their professional tuition services on the Website, and Students to book and pay for Lessons

2.2 To maintain a functioning Website, including communication systems, a booking platform and Online Classroom, wherever possible. Wallington Academy cannot guarantee that the Website will always be available, or that it will always work, but it will try to have it up and running properly at all times. Every now and again, the Website might need to be taken offline for maintenance purposes.

2.3 To communicate any planned maintenance of the Website or downtime.

2.4 To use reasonable endeavours (which means to try hard!) to keep the Website free from viruses and worms.

2.5 To use reasonable endeavours to check the identity of all Tutors and the background checks of Tutors who have Background Checked Status. (But if a Student is concerned about any Tutor, do not meet a Tutor alone.)

2.6 To decide when a Tutor's profile is sufficiently complete to be set live on the Website and be accessible by other Users.

2.7 To communicate new Bookings, confirmation of Bookings and cancellations, to both Students and Tutors via the Website and by email (except where a Student or Tutor has chosen to alter their notification settings to exclude email communication).

2.8 To endeavour to ensure that each Student's payment of Lesson Fees and the payment of each Tutor's Tutor Fees are processed promptly and usually within 9 days of a Lesson, when there is no Complaint or Failed Payment.

2.9 To endeavour to ensure Complaints are considered promptly and in accordance with these terms and conditions.

2.10 To endeavour to ensure that refunds to Students are made promptly in accordance with these terms and conditions.

2.11 To endeavour to ensure that Failed Payments are processed promptly and in accordance with these terms and conditions.

2.12 To take precautions Wallington Academy considers appropriate to protect Students' and Tutors' information.

2.13 To monitor postings made on the Website and messages sent between Students and Tutors. Wallington Academy does so in the hope of helping Students and Tutors meet, but also to stop misuse of the Website, as set out in these terms and conditions.

3. User Responsibilities – this applies to both Students and Tutors, and anyone else who uses the Website

3.1 Users are responsible for their own security in conjunction with the services through the Website, both online and offline.

3.2 Users are solely responsible for the material they post on the Website, including messages sent, and they must not post defamatory, offensive or illegal material.

3.3 Users must immediately report to Wallington Academy any defamatory, offensive or illegal material they view on the Website.

3.4 Users must exercise their own judgement regarding the accuracy of information provided on the Website. Wallington Academy cannot and does not guarantee that all of the content on the Website is complete, accurate or up-to-date.

3.5 Users must contact Wallington Academy immediately if they believe their password has been compromised. Users will be responsible for the actions of any interactions conducted in their name until they have notified Wallington Academy that they believe their password has been compromised.

3.6 Users must not use the Website with the intention of engaging directly with other Users outside of the Wallington Academy environment. Users must not promote opportunities or services of any company other than Wallington Academy on the Website.

3.7 Users agree to abide by the Privacy Policy provided through the Website.

3.8 Any User who fails, in Wallington Academy's opinion, to comply with these terms and conditions may be immediately suspended from using the Website and any related services. Wallington Academy reserves the right to cancel any existing bookings in such circumstances.

4. Student Responsibilities

4.1 Wallington Academy is not responsible for the acts or omissions of Students or Tutors and is solely responsible for its own acts or omissions.

4.2 Students must be at least 18 years old to book a Tutor for themselves. Students under the age of 18 must be represented by a parent or legal guardian who gives consent for them to receive tuition from a Tutor via Wallington Academy. Wallington Academy is not responsible for any dispute between a person under the age of 18 and a parent or guardian.

4.3 Students must ensure that all of their personal details and contact information are accurate and up-to-date. Wallington Academy will contact Students by email.

4.4 When a Booking is made more than 24 hours in advance of the start time of the first Lesson, Students have up to 12 hours before their first Lesson with a new Tutor is due to commence to confirm the Booking. When a Booking is made within 24 hours of the start time, Students have up to 2 hours before their first Lesson with a new Tutor is due to commence to confirm the Booking.

4.5 To confirm a Booking for their first Lesson with a Tutor, the Student must enter, or have already entered, valid payment details on the Website.

4.6 By confirming their Booking for their first Lesson with a Tutor, the Student authorises the Tutor to make further Bookings on their behalf and authorises Wallington Academy to take payment of its Platform Fee and to take, as agent for the Tutor, payment of the Tutor Fee for each Lesson (which combine to form the total Lesson Fee), in accordance with these terms and

conditions. Further Bookings made by a Tutor on behalf of a Student after the first Lesson will, therefore, be confirmed automatically.

4.7 When a Booking is confirmed, the Student enters into a direct contract with the Tutor for the provision of Lessons and Wallington Academy accepts no liability in relation to the Tutor's provision of lessons.

4.8 When a confirmed Booking exists, the Student must ensure that they have a valid debit/credit card registered on the Website, with sufficient funds to cover the Booking.

4.9 Students agree not to circumvent or disintermediate, or attempt to circumvent or disintermediate, Wallington Academy in any way at the time of booking any Tutor, during any period of confirmed Bookings with any Tutor or at any time within six months of the date of the most recent Booking with the relevant Tutor (the "**Student Restriction Period**") and that, save where Wallington Academy has barred the Student or Tutor in accordance with clause 4.14, all future Lessons within the Student Restriction Period with a Tutor found through the Website will be booked through Wallington Academy.

4.10 Students must ensure that they have given enough information to the Tutor, including their correct address, to allow the Lesson to take place. If a Lesson is to take place at the Student's home, the Student must provide a suitable setting for tuition.

4.11 Students must use their own judgement about the services of Tutors detailed on the Website. Although Wallington Academy undertakes certain checks to assess the suitability of each Tutor prior to setting their profile live on the Website, Students are responsible for checking the credentials, expertise, references, qualifications and insurance policies of any Tutor with whom they confirm a Booking.

4.12 Students are responsible for checking that Bookings made by Tutors on their behalf are done so correctly and understand they will be informed of these Lessons by email (except where a student has chosen to alter their notification settings to exclude email communications) and through the Website only.

4.13 Students are responsible for ensuring that they have the correct equipment to be able to access the Online Classroom prior to an Online Lesson. No refunds will be made in the event that Students are unable to access the Online Classroom for whatever reason, save where such inability to access the Online Classroom arises as a result of Wallington Academy failing to provide the services outlined in clause 2.2 of these terms and conditions.

4.14 Any Student who fails, in Wallington Academy's reasonable opinion, to comply with these terms and conditions may be immediately barred from using the Website and any related services. Wallington Academy reserves the right to cancel any existing Bookings in such circumstances.

4.15 Cancellations: Students may cancel any Booking, without incurring any charge, by giving more than 12 hours' notice.

4.16 Nothing in these terms and conditions affects a Student's statutory rights.

4.17 Simply by agreeing to these terms and conditions, a Student is not required to sign up with any Tutor or make any Bookings.

4.18 Subject to paying for any Bookings used, a Student may cease to use the Wallington Academy service at any time.

5. Tutor Status and Responsibilities

5.1 Tutors are not employees of Wallington Academy and are solely responsible for their own actions both on and off the Website.

5.2 Tutors must be at least 18 years old.

5.3 Tutors must be legally entitled (possessing the relevant immigration status where relevant) to work in the UK on a self-employed basis.

5.4 If Tutors contact Students who are under 18, they must ensure that these Students are represented by a parent or legal guardian who gives consent for the Student to receive tuition.

5.5 Tutors are responsible for ensuring that the personal information they provide and their personal statements on the Website are accurate and in no way misleading. They must update this information promptly to maintain its accuracy.

5.6 Tutors must disclose any criminal convictions or cautions they may have to Wallington Academy, including any criminal convictions or cautions received at any time after having registered a tutor account on the Website and for as long as the Tutor remains registered.

5.7 Tutors claiming Background Checked Status must meet the requirements set out in clause 16.4 of these terms and conditions.

5.8 Any Tutor who, in Wallington Academy's opinion, fails to comply with these terms and conditions may be immediately barred from using the Website and related services. Wallington Academy reserves the right to cancel any existing Bookings at any time in such circumstances.

5.9 Tutors must use their own judgement about whether they wish to offer their tuition services to each individual Student. Tutors must take every precaution to ensure that they work in a safe environment and are responsible for taking out and maintaining their own insurance policies to cover the work they undertake.

5.10 Tutors are responsible for setting their own Tutor Fee. They must not undercut Wallington Academy and must, therefore, set their Tutor Fee on the Website for an amount which is as good as the fee they offer to students outside of Wallington Academy.

5.11 Tutors agree that they will be ranked on the Website based on a mixture of profile data, Student ratings and number of Lessons taught. Positive Student ratings, prompt messaging, repeat Bookings and a greater amount of Lessons taught will contribute to Tutors being ranked higher on the Website's search engine results. Wallington Academy reserves the right to change the way Tutors are ranked at any time.

5.12 Tutors should make Bookings for Lessons and respond to messages received from Wallington Academy and Users promptly.

5.13 For any meetings (including lessons, trials or assessing student need) with a Student found via Wallington Academy's Website, Tutors must make a Booking to account for this time using the Website. Tutors agree not to solicit Students or disintermediate Wallington Academy, or attempt to solicit Students or disintermediate Wallington Academy, in any way, at the time of booking any Lesson with any Student, during any period of confirmed Bookings with any Student or at any time within six months of the date of the most recent Booking with the relevant Student (the "**Tutor Restriction Period**").

5.14 Tutors must only make Bookings for Lessons in accordance with the instructions of their Students. If Tutors make Bookings for additional Lessons which they fail to deliver, they will be liable to refund to the Student directly any Tutor Fee they have received for any such Bookings.

5.15 Tutors must attempt to call the student, be able to provide evidence of the call and allow at least 15 minutes from the scheduled start time of a Lesson for Students to attend the Lesson. If Tutors fail to do so, they will be liable to refund to the Student any Tutor Fee they have received for the relevant booking.

5.16 Tutors must not complete or intend to complete coursework, or any similar assignments, on behalf of Students.

5.17 Tutors must ensure that all written communication with Students to organise Bookings and arrange Lessons takes place via the Website.

5.18 Tutors shall indemnify Wallington Academy for all claims and liabilities arising out of any use by the Tutor of the Website, including any costs and expenses incurred.

5.19 Tutors are responsible for ensuring that they have the correct equipment to be able to access the Online Classroom prior to an Online Lesson. Tutors will be liable to refund any fees received for an Online Lesson in the event that they are unable to access the Online Classroom for whatever reason, save where such inability to access the Online Classroom arises as a result of Wallington Academy failing to provide the services outlined in clause 2.2 of these terms and conditions.

5.20 Tutors are responsible for ensuring that they have the correct Lesson location and are at the Lesson location ready to teach at the agreed time as booked on the Website. Tutors who are late for a Lesson must provide evidence that they contacted the Student directly to make them aware of their lateness and that the Student was happy to take the Lesson at a later time. Any Tutors

who fail to do so will be liable to refund to the Student any Tutor fee they have received for the relevant booking.

6. Payment

6.1 The Lesson Fee payable by a Student for a Lesson will be displayed on the Website at the time of confirming a Booking. The Lesson Fee will also be displayed on the Student's lessons dashboard on the Website, in Lesson reminder emails and, following Lessons, in emails confirming receipt of payment.

6.2 A Lesson Fee is the combination of the Tutor Fee, which will be collected by Stripe on behalf of Wallington Academy, and Wallington Academy's Platform Fee. All fees include any applicable VAT or other sales tax.

6.3 The **Platform Fee** is payable by the Student in exchange for the provision of the services listed in clause 2 of these terms and conditions. The Platform Fee will be determined based on the number of hours of Lessons taught by the Tutor prior to the Lesson.

6.4 ("T") A Tutor's fee for a Lesson will represent 75-85% of the Lesson Fee due for that Lesson (the "Tutor Fee"). The percentage of the Lesson Fee that represents the Tutor Fee, received by Wallington Academy as agent for the Tutor, will be determined based on the number of hours of Lessons taught by the Tutor prior to the Lesson, as set out on the Website.

6.5 The Student authorises Wallington Academy to instruct Stripe to charge their credit/debit card 24 hours after the scheduled end time of each Lesson for the Lesson Fee attached to the relevant Booking.

6.6 If any Student cancels a Booking less than 12 hours before the relevant Lesson is due to commence, payment may be taken less than 24 hours after the Lesson is due to end.

6.7 If any Student makes a Complaint (claiming for a Missed Lesson, raising a refund request, or making a claim against Wallington Academy's 100% satisfaction guarantee), charges may nevertheless be processed as usual to collect payment, and refunded as appropriate, in accordance with these terms and conditions.

6.8 For Online Lessons, Students will be charged the full Lesson Fee, provided the Tutor attended the Online Classroom for at least 15 minutes from the Lesson's scheduled start time. No charge will be made to the Student if a Tutor does not attend for at least the first 15 minutes of a Lesson and, therefore, give the Student sufficient opportunity to attend.

6.9 If a Lesson does not take place because a Student does not attend (whether in person or via the Online Classroom, as applicable), the Student will be charged the full Lesson Fee.

6.10 Payment processing services on Wallington Academy's Website are provided by Stripe Payments Europe, Ltd trading as Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Services Agreement – United Kingdom (together, the

“Stripe Terms”). By agreeing to these terms and conditions or continuing to operate as a Tutor on Wallington Academy's Website, the Tutor agrees to be bound by the Stripe Terms, as the same may be modified or amended by Stripe from time to time; and Tutor agrees to provide Wallington Academy with accurate and complete information about themselves and, where relevant, their business, and each Tutor authorises Wallington Academy to share with Stripe such information and transaction information related to Tutor's use of the payment processing services provided by Stripe.

6.11 Stripe normally transfers a Tutor's Tutor Fee from the Tutor's Stripe connected account to the Tutor's nominated account within 9 days following a Lesson, provided the relevant ID has been provided and passes Stripe's verification process.

6.12 Tutor's earnings may be held in Escrow until Stripe's verification requirement is completed.

7. Cancellations

7.1 A Student may cancel a Booking at any point before the scheduled start time of a Lesson.

7.2 A Student may only cancel a Lesson by cancelling the relevant Booking on the Website. Cancellations made through direct contact with the Tutor, such as by text or phone, and not through the Website, may result in charges still being made to a Student's account.

7.3 Cancellations made 12 or more hours before a Lesson is due to commence will incur no charge.

7.4 Bookings cancelled by a Student less than 12 hours before a Lesson is due to commence may incur a charge. Wallington Academy leaves it to the Tutor's discretion whether to accept the cancellation request and not charge any Lesson Fee, or to charge the Student 50% of the Lesson Fee, as displayed at the time of confirming their Booking. Unless instructed otherwise by the Tutor, Wallington Academy will, as the Tutor's agent, automatically instruct Stripe to charge 50% of the Lesson Fee and payment will be processed in accordance with these terms and conditions.

7.5 Tutors may cancel a Booking at any time prior to a Lesson taking place. To do so, Tutors must inform the Student directly via the Website and cancel the Booking on the Website. In the event of a Tutor cancelling a Booking, the Student will not be charged any Lesson Fee or, if the Student has paid the Lesson Fee, will receive a full refund.

7.6 Bookings cannot be cancelled after the Lesson has started.

8. Missed Lessons and Complaints

8.1 As defined at the end of these terms and conditions, a “Complaint” covers any cause for the Student to seek a refund as a result of the service provided by the Tutor, including, but not limited to, a Missed Lesson (where the Tutor did not attend a Lesson booked on the Website) or

a claim about quality (where the Student feels that the service provided by a Tutor falls below the standards they reasonably expected).

8.2 A Student should inform Wallington Academy of a Complaint by either phone or email within 96 hours after the scheduled finish time of the relevant Lesson.

8.3 When a complaint has been received from a student, Wallington Academy will contact the Tutor within 72 hours of the complaint being received, by email and text message to inform the Tutor that a complaint has been raised.

8.4 Should a Student inform Wallington Academy of a complaint within 96 hours after the scheduled finish time of the relevant Lesson, the Tutor has 48 hours to inform Wallington Academy through the Website of their desire to dispute the complaint (and reject the associated refund request). Should the Tutor not dispute the complaint through the Website within 48 hours of being notified of the complaint, Wallington Academy, as the agent of the Tutor, will instruct Stripe to process a full refund to the Student of the Tutor Fee. Wallington Academy reserves the right, as a goodwill gesture, to instruct Stripe to process a refund of the Platform Fee for the Booking related to the Lesson the complaint is regarding. Wallington Academy will promptly inform the Student of the Tutor's decision whether or not to uphold their complaint by email and, if upheld, authorise the associated refund.

8.5 Should a Student inform Wallington Academy of a complaint more than 96 hours after the scheduled finish time of the relevant Lesson, the Tutor has 48 hours to inform Wallington Academy by email or phone of their desire to uphold the complaint (and authorise Wallington Academy on the Tutor's behalf to award the associated refund of the Tutor Fee). Should Tutors not contact Wallington Academy within 48 hours to uphold the complaint, Wallington Academy, as the agent of the Tutor, will inform the Student by email of the Tutor's decision to reject their complaint and reject the associated refund request.

8.6 Should the Student and Tutor not reach an amicable agreement regarding a complaint, the Student is entitled to make a claim against the Tutor in relation to the complaint. As set out in clause 8.7, Wallington Academy accepts no liability in relation to complaints and the services provided by a Tutor.

8.7 Should Wallington Academy find that a Missed Lesson occurred due to any failure of Wallington Academy to meet the terms set out in clause 2 of these terms and conditions, Wallington Academy will refund the Student any Platform Fee paid.

8.8 Wallington Academy reserves the right to offer any Student, as a gesture of goodwill, payment of a sum equivalent to the full Lesson Fee. Such a payment will be awarded solely at Wallington Academy's discretion.

9. 100% Satisfaction Guarantee

9.1 To reflect Wallington Academy's confidence in the matching service provided, Wallington Academy will, as a gesture of goodwill, pay a Student who qualifies for the 100% satisfaction

guarantee an amount equal to the lesser of the cost of the Initial Lesson (as defined in clause 9.2) or the cost of the Replacement Lesson (as defined in clause 9.2) up to a maximum of £100.

9.2 To qualify for this satisfaction guarantee, the Student must: i) notify Wallington Academy that they are unhappy with their first Lesson for which there is a Booking on the Website (the “Initial Lesson”) by email or phone within 48 hours of the Lesson’s scheduled finish time, giving their reasons for their dissatisfaction (Wallington Academy will then note eligibility for the 100% satisfaction guarantee on the Student’s account); ii) independently find a new, replacement Tutor, with whom they must book, confirm, take and pay for a Lesson on the Website (the “Replacement Lesson”); and iii) contact Wallington Academy by email or phone within 48 hours of the Replacement Lesson’s finish time.

9.3 Wallington Academy reserves the right to determine whether a valid claim of dissatisfaction Stands.

9.4 Before any payment is made to a Student under the terms of this satisfaction guarantee, payment for the Initial and Replacement Bookings must have been received by Wallington Academy.

9.5 Wallington Academy will only offer the 100% satisfaction guarantee if the Replacement Lesson is completed within 12 months of the Initial Lesson (and not any later Lessons).

9.6 The satisfaction guarantee is limited to one claim per Student.

9.7 Where a Student is noted as eligible for the 100% satisfaction guarantee or a goodwill payment is made, Wallington Academy will, as agent for the respective Tutors, ensure that Tutor Fees for the Initial and Replacement Lessons are passed on to them.

9.8 Wallington Academy reserves the right not to make the goodwill payment if the Student has failed to comply with any of these terms and conditions.

10. Failed Payments

10.1 As defined in clause 16.5, ‘Failed Payment’ means an outstanding Lesson Fee for a Booking, for which Stripe, as instructed by Wallington Academy, has been unable to make a successful charge against the payment details provided by the Student.

10.2 In the case of a Failed Payment still being outstanding 48 and 72 hours after the scheduled end of the relevant Lesson, the Student authorises Wallington Academy to automatically instruct Stripe to retry the charge.

10.3 The Student can also give Wallington Academy consent by phone, email, SMS or support messages to instruct Stripe to retry payments for any outstanding Failed Payment.

10.4 As the agent of the Tutor, Wallington Academy reserves the right to protect the Tutor from further loss of earnings by cancelling Lessons and their associated Bookings at any point with a

Student who has an outstanding Failed Payment (including for a Student who has an outstanding Failed Payment for a Booking with another Tutor)

10.5 In the case of a Failed Payment still being outstanding 96 hours after the scheduled end of the relevant Lesson, Wallington Academy will cancel all of the Student's further Bookings and inform the Tutor by SMS that Stripe has been unable to collect payment on their behalf. The Tutor must not make any further Bookings for Lessons with the Student until the Failed Payment has been settled by Stripe making a successful charge for the full Lesson Fee.

10.6 As the agent of the Tutor, Wallington Academy may continue to seek payment to cover Failed Payments from the Student for ninety days following the scheduled end of the relevant Lesson, by contacting the Student by email, SMS and/or phone.

10.7 The Student accepts that Wallington Academy reserves the right to pass bad debts for Wallington Academy's Platform Fees to third party debt collection services, and acknowledge that their credit rating may be affected.

10.8 Wallington Academy will not be liable to the Tutor for any lost earnings resulting from any Failed Payment.

10.9 Wallington Academy without obligation, reserves the right to pay the Tutor, as a gesture of goodwill, an amount equal to the Tutor Fee for any Lessons for which there has been a Failed Payment. This right is entirely at the discretion of Wallington Academy.

11. Child Protection

11.1 Wallington Academy seeks to provide the best service possible and provide a safe experience in which children can learn.

11.2 Any User who is the parent of a child under the age of 18 who has a Lesson with a Tutor should not leave the child in the sole care of that Tutor.

11.3 All Tutors must comply with the The Tutors' Association Child Protection Policy, whether or not they are a member of The Tutors' Association, and all relevant legislation and government guidance. The Policy can be found at this link: https://img1.wsimg.com/blobby/go/1a668a6b-1c3c-4fdd-ad54-243a369a420a/downloads/1cksgq6k5_30316.pdf

11.4 If any User has a concern regarding child protection, they should contact Wallington Academy immediately.

11.5 Wallington Academy's designated Child Protection Officer is Kerrie Knowles.

12. Disclaimers and Limitation of Liability

12.1 Nothing in these terms and conditions in any way limits or excludes Wallington Academy's liability for negligence causing death or personal injury or for anything which is not permitted by law to be excluded or limited.

12.2 All Users must give Wallington Academy a reasonable opportunity to remedy any matter for which Wallington Academy is potentially liable before incurring any costs remedying the matter themselves.

12.3 Wallington Academy shall not be liable for any loss or damage caused by it or its employees or agents in circumstances where:

- there is no breach of a legal duty of care owed by Wallington Academy or by any of its employees or agents;
- such loss or damage was not reasonably foreseeable by both parties; or
- such loss or damage is caused by the User, for example by not complying with these terms and conditions.

12.4 To the extent permitted at law, the User will be liable for any reasonably foreseeable loss or damage Wallington Academy suffers arising from the User's breach of these terms and conditions or misuse of the Website (subject of course to Wallington Academy's obligation to mitigate any losses).

12.5 The following clauses apply only if the User is not a consumer:

- To the extent allowed by law, the User and Wallington Academy exclude all terms, whether imposed by statute or by law or otherwise, that are not expressly stated in these terms and conditions. In this clause, any reference to Wallington Academy includes its employees and agents.
- Wallington Academy's liability of any kind (including in respect of its own negligence) with respect to the Website for any one event or series of related events is limited to £100 or the total Platform Fees paid by the User in the 12 months before the event(s) complained of, whichever is higher.
- In no event (including Wallington Academy's negligence) will Wallington Academy be liable for any:
 - economic losses (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings);
 - loss of goodwill or reputation;
 - special, indirect or consequential losses; or
 - damage to or loss of data (even if Wallington Academy has been advised of the possibility of such losses).
- the User will indemnify Wallington Academy against all claims and liabilities directly or indirectly related to the User's use of the Website and/or breach of these terms and conditions.
- These terms and conditions constitute the entire agreement between the parties with respect to their subject matter and supersede any previous communications or agreements. The parties both acknowledge that there have been no misrepresentations and that neither has

relied on any pre-contractual statements. Liability for misrepresentation (excluding fraudulent misrepresentation) relating to these terms and conditions is excluded.

13. Intellectual Property

13.1 When submitting material to Wallington Academy, Students and Tutors also grant to Wallington Academy a non-exclusive, royalty-free, non-terminable licence to copy, modify, distribute, show in public and create derivative works from that material.

14. Changes to these terms and conditions

14.1 Wallington Academy may change these terms and conditions by posting the revised version on the Website at least 14 days before they become effective. Please check the Website from time to time. Users will be bound by the revised terms and conditions if they continue to use the Website or the services following the effective date shown.

15. Governing Law & Jurisdiction

15.1 These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter shall be governed by and construed in accordance with English law and the courts of England shall have exclusive jurisdiction to settle any such dispute or claim will be decided only by the courts of England.

15.2 If any clause or any part of these terms and conditions is found to be unenforceable in law, the other terms and conditions will remain in force.

16. Definitions

16.1 “Booking” means the booking attached to an individual Lesson on the Website.

16.2 “Complaint” means a claim by a Student that either the service provided by a Tutor falls below the standards the Student expected of a tutor introduced by Wallington Academy, or, that there was a Missed Lesson.

16.3 “Content” means all information of whatever kind (including information, service provider listings, profiles, Reviews), published, stored or sent on or in connection with the Website.

16.4 “Background Checked Status” means a Tutor displaying the ‘I have a background check’ badge on their profile page on the Website. Background checks must have been awarded within 2 years of the date on which a Tutor creates an account on the Website, and within 3 years at any point in time thereafter. Within these time frames, background checks will be accepted if they are an enhanced check provided by the Disclosure and Barring Service, Disclosure Scotland or Access Northern Ireland. Wallington Academy cannot verify any claim made by Tutors within their profile or in any of other communication which relates to them having a valid background check other than through the awarding of the “Background Checked Status”.

16.5 “Failed Payment” means an outstanding Lesson Fee for a Booking, for which Stripe, as instructed by Wallington Academy, has been unable to make a successful charge against the payment details provided by the Student.

16.6 “Lesson” means, unless otherwise specified, a one-to-one tuition lesson between a Student and a Tutor, including both in-person and online sessions.

16.7 “Lesson Fee” means the combination of the Tutor Fee and the Platform Fee.

16.8 “Missed Lesson” means a claim by a Student that they have not received a Lesson with a Booking on the Website.

16.9 “Online Classroom” means Wallington Academy’s own online lesson space which is made available to Users at the time of booked Online Lessons.

16.10 “Online Lesson” means a one-to-one tuition lesson between a Student and a Tutor delivered through Wallington Academy’s Online Classroom.

16.11 “Platform Fee” means the fee charged by Wallington Academy to Students for the provision of Wallington Academy’s services.

16.12 “Review” means any review, comment or rating.

16.13 “Stripe Terms” means the terms set out by Stripe Payments Europe, Ltd trading as Stripe, as set out within the Stripe Connected Account Agreement, which includes the Stripe Services Agreement – United Kingdom.

16.14 “Student” means a User who has registered a student account on the Website. The Student must be at least 18 years old. Where the learner is under 18 years old, the Student will be their parent or guardian.

16.15 “Student Restriction Period” means, as defined in clause 4.9, being at the time of booking any Tutor, during any period of confirmed Bookings with any Tutor or at any time within six months of the date of the most recent Booking with the relevant Tutor.

16.16 “Tutor” means a User who has registered a tutor account on the Website.

16.17 “Tutor Fee” means that part of the Lesson Fee which is collected by Wallington Academy as agent for the Tutor as described in clause 6.4.

16.18 “Tutor Restriction Period” means, as defined in clause 5.13, being at the time of booking any Lesson with any Student, during any period of confirmed Bookings with any Student or at any time within six months of the date of the most recent Booking with the relevant Student.

16.19 “Wallington Academy” means the company trading as Wallington Academy with its registered privately.

16.20 “User” means a person who uses our Website (whether or not they have registered an account with us).

16.21 “Website” means the website on the domain <https://Wallington Academy.co.uk>.

Wallington Academy