



Terms + Conditions

1. Introduction

The Tutorbloc application (the **App**) and the Responsive Website (**tutorbloc.com**) is owned and operated by Tutorbloc Ltd (**Tutorbloc**) of 16 Cook Crescent, Norton, Stockton-On-Tees, TS20 2NF. By using the App and/or the Responsive Website, you agree to be bound by these terms (the **Terms**) together with the privacy policy accessible in the App, which is governed by English law. These Terms and the Privacy Policy affect your legal rights and obligations so please read them carefully. If you have any questions, you can contact us at hello@tutorbloc.com

We reserve the right to update these Terms from time to time at our discretion. If we do so, and the changes substantially affect your rights or obligations, we shall notify you if we have your email address. Otherwise, you are responsible for regularly reviewing these Terms so that you are aware of any changes to them. For ease, within these Terms, when we refer to a client we mean a student who wishes to use the App or the Responsive Website, or a student's parent or legal guardian if the student is under the age of 18. Under the age of 18, clients may use the App or the Responsive website with consent from their parent or legal guardian. Reference to **Users** (including **you, your**) include tutors, clients, and all guests that use the Website and App.

2. The App

The App allows tutors and clients to enter their weekly availability, the subjects they're interested in, and their location preferences in order to be matched. The App enables tutors to verify or request a DBS certificate; payments to be made by clients to tutors; and supports schedule management for both tutors and clients.

All tutors available on the Tutorbloc platform (the **Platform**) have a valid DBS certificate issued within the last two years, and while we interview tutors, we encourage clients to verify a tutors experience and qualifications to ensure they are well-suited for the role. We encourage all users to communicate solely through the App. Tutorbloc reserves the right to remove profiles and content at our sole discretion. We do not provide tutoring services and similarly, cannot be held liable for the examination grade a tutee may/may not receive following the use of our platform.



If you are a tutor or client and wish to register on the App, you must provide to us certain mandatory information about you. We shall process that personal data in accordance with the terms of our Privacy Policy. Once you have registered, you can follow our step by step process to finish creating your account. Please note that whilst we have prepared this step by step process with reasonable skill and care, it is up to each tutor to ensure that their terms of business are suitable for their purposes and comply with all applicable laws and regulations.

If you are a client who receives such an email from us, but you do not wish to access the App or Responsive Website or otherwise engage with Tutorbloc, please contact us and we shall delete your personal data accordingly.

3. Registration and Use of the App and Responsive Website

You agree that you are responsible for all activities that occur under your Tutorbloc account. You may only register using your own details. All information you provide to us on registration must be accurate and complete and we ask that you keep your information up to date by making any necessary changes within your account. You must keep confidential your password to access the Responsive Website and/or App, and if you believe that there has been any unauthorised use of your account, please contact us immediately.

When you use the Responsive Website and/or App you must comply with all applicable laws. In particular, you shall not assist a third party to (a) try to undermine, damage or disrupt the security of the Responsive Website and/or App, associated software, computing systems or networks; (b) act in a way which could risk overloading, impairing or damaging the Responsive Website, App and supporting infrastructure; (c) attempt to gain unauthorised access to any materials or other parts of our infrastructure; (d) attempt to modify, disassemble, copy or adapt any computer programs used to deliver the App (except strictly to the extent that you are permitted to do so under applicable law not capable of exclusion); (e) sell, resell, duplicate, reproduce or create any secondary works from any part of the App; (f) make for any purpose including error correction, any modifications, adaptations, additions or enhancements to the Responsive Website and/or App; (g) reproduce, redistribute, sell, create derivative works from, decompile, reverse engineer, or disassemble all or part of the Responsive Website and/or App attempt to gain access to the source code; and/or (h) build a product competitive to the Responsive Website and/or App otherwise using similar ideas, features, functions or graphics as Responsive Website and/or App.

4. Payment



The App is free to download and use to create an account.

In order to request and receive payments on the App, a tutor must register with our payment service provider, currently Stripe. Each tutor agrees to comply with all terms and conditions of use of the Stripe payment system. Payments to tutors for lessons are made through a direct debit mandate set up within the App. There is no requirement for clients to set up a Stripe account to make a payment. Tutors and clients agree that we charge a commission, [currently 10%], for transaction processed through our App. The tutor's fee quoted to the client is inclusive of VAT and the commission we charge, and is deducted by Stripe from the sum paid by client. Stripe is responsible for receiving payment from clients and making payments to tutors. We have no responsibility for Stripe's acts or omissions.

Tutors are self-employed and do not act as our employee. Tutors are responsible for making appropriate PAYE deductions for tax and national insurance contributions.

5. Cancellation Process

Tuition sessions can only be cancelled via the App. If a session is cancelled by the client 48 hours before it is due to take place, the client will get a full refund. If the session is cancelled by the client between 24 and 48 hours before it is due to take place, the client will receive 50% of their fee. For cancellations that occur with less than 24 hours notice, the client will be charged the full fee. We have this policy in place to ensure that tutors have sufficient time to reschedule cancelled session. We understand that sometimes sessions can be cancelled with mitigating conditions in place and it is at the tutors discretion to consider these cases. If at any moment leading up to the lesson the Tutor cancels, the client will receive a full refund.

6. App Content

The copyright in all material contained in the App and Responsive Website including all information, data, text, images, and all source code and other software is owned by or licensed to us (Software Content). All rights are reserved.

The App and Responsive Website may contain links to websites operated by third parties. We do not have any influence or control over any such third party websites and we are not responsible for and do not endorse any third party websites or their availability or content. We accept no responsibility for adverts contained within the App and Responsive Website. If you agree to purchase goods and/or services from any third party who advertises in the App and Responsive Website, you do so at your own risk. The advertiser is responsible for such



goods and/or services and if you have any questions or complaints in relation to them, you should contact the advertiser.

A tutor may use the App to add feedback and notes in respect of a client and their subjects. This content can be viewed by the client and tutor in question and but no other user of the App. However, you agree that you shall not (a) include any content that is deliberately dishonest or false; (b) is offensive, hateful or inflammatory; and/or (c) include any copyrights, database rights, trade marks or other intellectual property rights that do not belong to you, unless you have the written consent of the owner of such rights.

7. Liability and disclaimer – Your attention is particularly drawn to this section

We warrant that the App and Responsive Website will be of satisfactory quality, fit for purpose and as described. But, and subject to these warranties, to the maximum extent permitted by law we disclaim all liability whatsoever, whether arising in contract, tort (including negligence) under statute or otherwise in relation to the App and Responsive Website. You agree that the App and Responsive Website have not been created specifically for you.

If you notice any error within the App and Responsive Website, for example in respect of any lesson schedule, or payments made or due, please notify us promptly and we shall investigate the error as soon as possible. To the extent permitted by law, this is your only remedy in respect of any error. Any content within the FAQs, blogs or otherwise within the App and Responsive Website, including your account, is for information only. It has not been prepared for any particular individual and should not be interpreted as legal or tax advice that you can rely on.

If you are a client, we shall only be liable to you for any direct damages that you can evidence were caused by our demonstrable failure to comply with these Terms of Use. If there is a problem with the App or Responsive Website that damages a device or any other digital content belonging to you and this is caused by our failure to use reasonable skill and care, we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to download and install an update offered to you for free or for damage caused by you failing to correctly follow instructions about use or anything in the documentation on the App or Responsive Website. If you are a tutor, then you agree that we shall not be liable to you for (a) loss of profits; (b) loss of business; (c) loss or corruption of data or information; (d) business interruption; (e) loss of or wasted staff or management time; (f) any kind of special, indirect, consequential loss or pure economic loss whether or not you advise us of the possibility of these losses. Nothing in these Terms shall be construed as excluding or limiting our liability for death or



personal injury caused by its negligence, for fraud or fraudulent misrepresentation or for any other liability which cannot be excluded by English law. In addition, your statutory rights as a consumer are not affected.

8. Availability

There may be occasions when access to the App or Responsive Website may be interrupted, including for scheduled maintenance or upgrades, for emergency repairs, or due to failure of telecommunications links and/or equipment.

We reserve the right to remove any content or features from the App and Responsive Website for any reason without prior notice and/or to suspend or cease providing any services relating to the App and Responsive Website without notice, and shall have no liability or responsibility to you in any manner whatsoever in such circumstances.

9. Termination

We may terminate or suspend your access to the App or Responsive Website for any reason, including if (a) you have breached any provision of these Terms; (b) we cannot verify or authenticate any information you provide to us; (c) we receive a complaint about you from another user about you; and/or (d) we have good reason to believe that a Tutor has provided/intends to provide lessons booked outside of the Platform. Tutorbloc is not responsible for the behavior a user may exhibit on the platform and outside the platform. We take complaints seriously and will do our best to investigate each matter, try to resolve it, and/or provide you with the appropriate guidance.

10. General

These Terms and the Privacy Policy (as amended from time to time) constitute the entire agreement between you and us concerning your use of the App or Responsive Website. If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties and all other provisions shall remain in full force.

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. You consent to receive all communications including notices and other information from us electronically. We may provide all such communications by email, text or by posting them on the App or Responsive Website. These



Terms shall be governed by and construed in accordance with English law and you agree to submit to the exclusive jurisdiction of the English Courts.

11. Additional Terms for Users who download the App from the Apple iTunes App Store

We both acknowledge that these Terms are concluded between you and us only, and not with Apple, and therefore, we, not Apple, are solely responsible for the App and the content thereof. The licence granted to you for the App is limited to a non-transferable licence to use the App on an iPhone, iPad or iPod touch that you own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions.

We, not Apple, are solely responsible for providing any maintenance and support services with respect to the App, as specified in the Terms. We both acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App. We are solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed in these Terms. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App to you. To the maximum extent permitted by law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

We both acknowledge that we, not Apple, are responsible for addressing any claims by you or any third-party relating to the App or your use or possession of the App, including, but not limited to (a) product liability claims; (b) any claim that the App fails to conform to any applicable legal or regulatory requirement; and © claims arising under consumer protection or similar legislation.

We both acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third-party's intellectual property rights, we, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. We both acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

