

TERMS OF SERVICE

Jadie Arango Gutierrez

The Tutoring Club

Table of contents

INTRODUCTION	3
1. DEFINITIONS AND INTERPRETATION	3
2. INFORMATION ABOUT US	3
2.1. REGISTRATION	3
2.2. TAXES AND UK V.A.T	3
3. HOW TO CONTACT US	4
4. ACCESS TO THE TUTORING CLUB'S SERVICES	4
4.1. SERVICE COST	4
4.2. ACCESS ARRANGEMENTS	4
4.3. ACCESS TIMINGS	4
5. CHANGES TO THE TUTORING CLUB'S SERVICES	4
6. CHANGES TO THESE TERMS OF SERVICE	4
6.1. WE MAY ALTER THE TOS AT ANY TIME	4
6.2. NOTIFICATION	4
7. INTERNATIONAL USERS	5
7.1. INTERNATIONAL LAW	5
8. THE TUTORING CLUB'S INTELLECTUAL PROPERTY	5
8.1. OUR CONTENT	5
8.2. WHAT YOU CAN ACCESS	5
8.3. WHAT YOU CAN DO	5
8.4. CONTENT MODIFICATION	5
8.5. OUR STATUS	5
8.6. COMMERCIAL USE	5
8.7. FURTHER INFORMATION	6
9. LINKS TO THE TUTORING CLUB'S SERVICES	6
9.1. HYPERLINKS	6
9.2. LINKS MUST BE FAIR AND LAWFUL	6
9.3. ASSOCIATION	6
YOUR LINK SHOULD NOT USE ANY LOGOS OR TRADE MARKS DISPLAYED ON THE TUTORING CLUB'S SERVICES WITHOUT OUR EXPRESS WRITTEN PERMISSION.	6
10. LINKS TO OTHER SITES	7
10.1. EXTERNAL LINKS IN THE SITE AND SERVICE	7
11. DISCLAIMERS	7
11.1 DISCLAIMER ONE	7
11.2 DISCLAIMER TWO	7
11.3 DISCLAIMER THREE	7
12. OUR LIABILITY	7
12.1. FRAUD	7

12.2 PROTECTING BUSINESSES AND THEIR USERS	7
12.3. BUSINESSES AND OUR LIABILITY	8
12.4. CONSUMERS AND OUR LIABILITY	8
13. VIRUSES, MALWARE AND SECURITY	8
13.1. OUR ACTIONS	8
13.2. YOUR RESPONSIBILITIES	8
13.3. YOUR RESPONSIVITIES' PART 2	8
13.4. UNAUTHORIZED ACCESS	8
13.5. CYBER ATTACKS	8
13.6. THE LAW	8
14. ACCEPTABLE USAGE OF THE TUTORING CLUB'S SERVICES	9
14.1. USE THE TUTORING CLUB'S SERVICES IN A LAWFUL MANNER	9
14.2. BREACHING THE TUTORING CLUB'S TERMS OF SERVICE	9
14.3. OUR EXCLUSION OF LIABILITY FOR ACTIONS TAKEN IN RESPONSE TO BREACH	9
15. UTILIZATION OF YOUR PERSONAL INFORMATION	9
16. CORRESPONDENCE FROM THE TUTORING CLUB	10
16.1. CONTACT DETAILS	10
16.2. MARKETING	10
16.3. INQUIRIES OR GRIEVANCES	10
17. LEGAL FRAMEWORK AND JURISDICTION	10
17.1. OUR LEGAL RELATIONSHIP	10
17.2. CONSUMER AND CONSUMER BENEFITS	10
17.3. CONSUMER DISPUTES	10
17.4. BUSINESS USER	11
18. CURRENT AND POST-TERMINATION RESTRICTION	11
18.1. NON-SOLICITATION OF TUTORS, PARENTS OR CLIENTS	11
18.2. NON-COMPETITION	11
18.3. CONFIDENTIALITY	11
18.4. CONSEQUENCES OF BREACH	12
18.5. SEVERABILITY	12
18.6. GOVERNING LAW AND JURISDICTION	12
18.7. ACKNOWLEDGMENT	12

Introduction

By Using The Tutoring Club's Services, You Accept These Terms of Service.

Please read these Terms of Service carefully and ensure that you understand them before using The Tutoring Club's services. These Terms of Service, together with any other documents referred to herein, set out the terms of use governing your engagement with The Tutoring Club. You may wish to keep a copy of these Terms of Service for your future reference.

These Terms of Service were last updated in Jan 2024.

Your agreement to comply with these Terms of Service is indicated by your use of The Tutoring Club's services. If you do not agree to these Terms of Service, you must stop using The Tutoring Club's services immediately.

The following documents also apply to your engagement with The Tutoring Club:

- Our Privacy and Cookie Policy, available at [[click here](#)]. This is also referred to below in part 15.
- Our Tutor Terms
- Our Client Terms

1. Definitions and Interpretation

In these Terms of Service, unless the context otherwise requires, the following expressions have the following meanings:

- “Content” means any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, The Tutoring Club's services; and
- “We/Us/Our” means The Tutoring Club, a sole-trader company registered Guinness Trust Block W6 8BA.

2. Information about us

2.1. Registration

The Tutoring club's services are operated by The Tutoring Club.

- We are a sole trader registered in Guinness Trust W6 8BA.

2.2. Taxes and UK V.A.T

Our VAT number is [Coming soon].

3. How to contact us

To contact us, please email us at support@thetutoring.club or telephone us on +44 (0) 744 847 7806.

4. Access to The Tutoring Club's Services

4.1. Service cost

Access to The Tutoring Club's services are free of charge.

4.2. Access arrangements

It is your responsibility to make the arrangements in order to access The Tutoring Club's services.

4.3. Access timings

Access to The Tutoring Club's service is provided on an "as is" and on an "as available" basis. We may suspend or discontinue The Tutoring Club's services will always be available or that access to it will be uninterrupted. If we suspend or discontinue The Tutoring Club's services (or any part of it), We will try to give you reasonable notice of the suspension and discontinuation.

5. Changes to The Tutoring Club's services

We may alter and update The Tutoring Club's services (or any part of it) at any time.

6. Changes to these Terms of Service

6.1. We may alter the ToS at any time

We may alter these terms of service at any time.

As explained above, your use of The Tutoring Club's services constitutes your acceptance of these Terms of Service. Consequently, any changes made to these Terms of Service will apply to your use of The Tutoring Club's services the first time you use it after the changes have been implemented. You are therefore advised to check this page every time you use The Tutoring Club's services.

6.2. Notification

If any part of the current version of these Terms of Service conflicts with any previous version(s), the current version shall prevail unless We explicitly state otherwise.

7. International users

7.1. International Law

We abide by the law of the United Kingdom. However we may need to also abide by the law of the user's local government.

8. The Tutoring Club's intellectual property

8.1. Our content

All Content included in The Tutoring Club's services and the copyright and other intellectual property rights in that Content belong to or have been licensed by Us, unless specifically labelled otherwise. All Content is protected by applicable to the United Kingdom and international intellectual property laws and treaties.

8.2. What you can access

You may access, view, and use The Tutoring Club's services in a web browser (including any web browsing capability built into other types of software or app) and you may download The Tutoring Club's services (or any part of it) for caching (this usually occurs automatically).

8.3. What you can do

You may print one copy and download extracts of any page(s) from The Tutoring Club's services for personal use only.

8.4. Content modification

You may not modify the printed copies or downloaded extracts in any way. Images, video, audio, or any other Content downloaded from The Tutoring Club's services must not be used separately from accompanying text.

8.5. Our status

Our status as the owner and author of the Content on The Tutoring Club's services (or that of identified licensors, as applicable) must always be acknowledged.

8.6. Commercial use

You may not use any Content from The Tutoring Club's services for commercial purposes without first obtaining a license from Us (or our licensors, as applicable). This does not prevent the normal access, viewing, and use of The Tutoring Club's services for general information purposes by business users or consumers.

8.7. Further information

Nothing in these Terms of Service limits or excludes the provisions of Chapter III of the Copyright, Designs and Patents Act 1988, 'Acts Permitted in Relation to Copyright Works', which provides exceptions allowing certain uses of copyright material including (but not limited to) non-commercial research and private study; text and data mining for non-commercial research; criticism, review, and reporting current events; teaching; accessibility; time-shifting; and parody, caricature, and pastiche.

Further information is available from the UK Intellectual Property Office.

9. Links to The Tutoring Club's services

9.1. Hyperlinks

You may only link to the homepage of The Tutoring Club's services, <https://thetutoring.club>.

Linking to other pages on The Tutoring Club's services requires our express written permission.

9.2. Links must be fair and lawful

Links to The Tutoring Club's services must be fair and lawful.

You must not take unfair advantage of Our reputation or attempt to damage Our reputation.

9.3. Association

You must not link to The Tutoring Club's services in a manner that suggests any association with Us (where there is none) or any endorsement or approval from Us (where there is none).

Your link should not use any logos or trade marks displayed on The Tutoring Club's services without Our express written permission.

You must not frame or embed The Tutoring Club's services on another website without Our express written permission.

You may not link to The Tutoring Club's services from another website the main content of which is unlawful; obscene; offensive; inappropriate; dishonest; defamatory; threatening; racist, sexist, or otherwise discriminatory; that promotes violence, racial hatred, or terrorism; that infringes intellectual property rights; or that We deem to be otherwise objectionable.

10. Links to other sites

10.1. External links in the site and service

Links to other websites may be included on The Tutoring Club's services.

Unless expressly stated, these sites are not under Our control. We accept no responsibility or liability for the content of third-party websites.

The inclusion of a link to another website on The Tutoring Club's services is for information purposes only and does not imply any endorsement of that website or of its owners, operators, or any other parties involved with it.

11. Disclaimers

11.1 Disclaimer one

Nothing on The Tutoring Club's services constitutes professional advice on which you should rely. It is provided for general information purposes only.

11.2 Disclaimer two

We make reasonable efforts to ensure that the Content on The Tutoring Club's services is complete, accurate, and up to date. Still, We make no warranties, representations, or guarantees (express or implied) that this will always be the case.

11.3 Disclaimer three

If you are a business user, We exclude all implied representations, warranties, conditions, and other terms that may apply to The Tutoring Club's services and Content.

12. Our liability

12.1. Fraud

Nothing in these Terms of Service excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be lawfully excluded or restricted.

12.2 Protecting businesses and their users

If you are a business user (i.e. you are using The Tutoring Club's services in the course of business or for commercial purposes), to the fullest extent permissible by law, We accept no liability for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) The Tutoring Club's services or the use of or reliance upon any Content included on The Tutoring Club's services.

12.3. Businesses and our liability

If you are a business user, We accept no liability for loss of profit, sales, business, or revenue; loss of business opportunity, goodwill, or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.

12.4. Consumers and our liability

If you are a consumer, you agree that you will not use The Tutoring Club's services for any commercial or business purposes and that We shall have no liability to you for any business losses as set out above.

13. Viruses, Malware and Security

13.1. Our actions

We exercise reasonable skill and care to ensure that The Tutoring Club's services are secure and free from viruses and malware; however, We do not guarantee that this is the case.

13.2. Your responsibilities

You are responsible for protecting your hardware, software, data, and other material from viruses, malware, and other internet security risks.

13.3. Your responsibilities' part 2

You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via The Tutoring Club's services.

13.4. Unauthorized access

You must not attempt to gain unauthorised access to any part of The Tutoring Club's services, the server on which The Tutoring Club's services are stored, or any other server, computer, or database connected to The Tutoring Club's services.

13.5. Cyber attacks

You must not attack The Tutoring Club's services by means of a denial-of-service attack, a distributed denial of service attack, or by any other means.

13.6. The law

By breaching the provisions of Parts 13.3 to 13.5, you may be committing a criminal offence under the Computer Misuse Act 1990. Any and all such breaches will be reported to the relevant law enforcement authorities, and We will cooperate fully with

those authorities by disclosing your identity to them. Your right to use The Tutoring Club's services will cease immediately in the event of such a breach.

14. Acceptable usage of The Tutoring Club's services

14.1. Use The Tutoring Club's services in a lawful manner

- A. You must ensure that you comply fully with any and all local, national, or international laws and regulations that apply;
- B. You must not use The Tutoring Club's services in any way, or for any purpose, that is unlawful or fraudulent; and
- C. You must not use The Tutoring Club's services to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware or any other code designed to adversely affect computer hardware, software, or data of any kind.

14.2. Breaching The Tutoring Club's terms of service

If you fail to comply with the provisions of this Part 14, you will be in breach of these Terms of Services. We may take one or more of the following actions in response:

- A. Suspend or terminate your right to use The Tutoring Club's services;
- B. Issue you with a written warning;
- C. Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your breach;
- D. Take further legal action against you, as appropriate;
- E. Disclose such information to law enforcement authorities as required or as We

14.3. Our exclusion of liability for actions taken in response to breach

We hereby disclaim any and all liability arising from any actions that we may undertake, including but not limited to those delineated above in Section 14.2, in response to your breach.

15. Utilization of your personal information

We shall utilize your personal information solely in accordance with the provisions articulated in our Privacy and Cookie Policies, which are accessible via

<https://thetutoring.club/privacy>

16. Correspondence from The Tutoring Club

16.1. Contact details

If we possess your contact details, we may periodically dispatch significant notices to you via email. These notifications may pertain to various matters, including, though not limited to, modifications to Our Site or alterations to these Terms of Service.

16.2. Marketing

We shall not transmit marketing emails to you without first obtaining your explicit consent. Should you grant consent for marketing communications, you reserve the right to opt out at any time. Every marketing email dispatched by us includes an unsubscribe link. Please be advised that opting out of our emails may take up to 30 days to process, and you may continue to receive emails during that timeframe.

16.3. Inquiries or grievances

For inquiries or grievances related to communications from us, please contact us using the contact information provided in Section 3 above.

17. Legal framework and jurisdiction

17.1. Our legal relationship

These Terms of Service, along with the relationship between you and The Tutoring Club, whether contractual or otherwise, shall be governed by and construed in accordance with English law.

17.2. Consumer and consumer benefits

If you are a consumer, you will enjoy the benefits of any mandatory legal provisions in your country of residence. Nothing in Section 17.1 diminishes or curtails your legal rights as a consumer.

17.3. Consumer disputes

If you are a consumer, any dispute, controversy, legal proceedings, or claim arising between you and The Tutoring Club concerning these Terms of Service or your relationship with The Tutoring Club, whether contractual or otherwise, shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, depending on your residency.

17.4. Business user

If you are a business user, any dispute, controversy, legal proceedings, or claim arising between you and The Tutoring Club concerning these Terms of Service or your relationship with The Tutoring Club, whether contractual or otherwise, shall be subject to the exclusive jurisdiction of the courts of England and Wales.

We consistently review and update our statements. These Terms of Service were last revised on 10th January 2023

18. Current and post-termination restriction

These restrictive covenant clauses are intended to safeguard the interests of The Tutoring Club, herein referred to as "the Company," and to prevent potential competitive activities that could harm the Company's business, including but not limited to the poaching of tutors, parents, or clients.

To be able to use our services, this must be agreed upon.

18.1. Non-solicitation of tutors, parents or clients

The Employee agrees that during their employment with the Company and for a period of 12 months following the termination of their employment for any reason whatsoever, they shall not, directly or indirectly, either alone or in conjunction with any person, firm, company, or organization:

- A. Solicit or attempt to solicit any tutor, parent, or client of the Company for the purpose of providing tutoring services or any other competitive services.
- B. Induce or attempt to induce any tutor, parent, or client of the Company to cease their engagement with the Company or to engage with any other competitive entity or service.

18.2. Non-competition

The Employee further agrees that during their employment with the Company and for a period of 12 months following the termination of their employment for any reason whatsoever, they shall not engage in any competitive activities, including but not limited to:

- A. Providing tutoring services, educational support, or related services that directly compete with the Company's offerings within the UK or online.

18.3. Confidentiality

The Employee acknowledges that they have had access to and have been entrusted with the Company's confidential information, including but not limited to client lists, tutor information, business strategies, and proprietary materials. The Employee agrees to maintain the strictest confidence and not disclose or use, either during or after their

employment with the Company, any confidential information for their benefit or for the benefit of any third party.

18.4. Consequences of breach

The Employee acknowledges that a breach of these restrictive covenant clauses may result in irreparable harm to the Company. In the event of a breach, the Company shall be entitled to seek injunctive relief, damages, and any other remedies available under applicable law.

18.5. Severability

If any provision of these restrictive covenant clauses is held to be invalid, illegal, or unenforceable by any court or authority of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

18.6. Governing law and jurisdiction

These restrictive covenant clauses shall be governed by and construed in accordance with the laws of the United Kingdom. Any disputes or claims arising out of or in connection with these clauses shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

18.7. Acknowledgment

The Employee acknowledges that they have read and understood these restrictive covenant clauses, have had an opportunity to seek legal advice, and voluntarily agree to be bound by their terms.