

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 via the App or the Responsive Website, 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, email 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 16. Under the age of 16, 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 are interested in and their location preferences in order to be matched.

All Tutors available on the Tutorbloc platform (the Platform) have a valid Enhanced DBS certificate issued within the last two years, hold relevant qualifications and have also undergone identification verification. 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 us with certain mandatory information about you. We shall process 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 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.

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 of graphics as Responsive Website and/or App.

4. Payment

The App is free to download and register with.

For both Tutors and Clients, their respective bank details and payment cards are securely stored on Stripe and therefore, agree to comply with the [Terms and Conditions](#) of Stripe.

Tutors agree that there is a 5% (excluding VAT) transaction fee which is calculated from the booking subtotal and automatically deducted from their payouts. Clients agree that we add

a 5% (including VAT) service fee for bookings processed through our App. Stripe is responsible for receiving payments 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 employees. Tutors are responsible for making appropriate PAYE deductions for Tax and National Insurance contributions.

5. Cancellation Process

Lessons can only be cancelled via the App. If a lesson is cancelled by the Client 48 hours before it is due to take place, the Client will get a full refund minus the 10% (including VAT) service fee. If the lesson 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 minus the 10% (including VAT) service fee. For cancellations that occur with less than 24 hours notice, the Client will be charged the full fee. If at any moment leading up to the lesson the Tutor cancels, the Client will receive a full refund including the 10% (including VAT) service fee.

6. Discount and Referral Codes

We may, from time to time, create and offer codes for both discounts and referrals (Codes) that can be redeemed when booking lessons. Codes will only be valid for a period of time stated on or with them. Codes do not have any cash value. Codes may:

(1) only be used for personal and non-commercial purposes (2) not be duplicated, sold, transferred, distributed or made available to others online (including through public coupon websites) or by other means (3) not be promoted in any way including via search engines or discount websites/forums (4) not be exchanged for cash and only used once (5) may be subject to specific conditions which will be made available by us, including but not limited to, expiration/use by date and must only be used in accordance with those conditions.

Discounts cannot be used in conjunction with any other offers. Tutorbloc reserves the right to change, suspend, terminate or discontinue any codes from time to time and from your account for any reason, including but not limited to, violation of these Terms. Clients agree that lessons booked with discount codes are non-refundable unless the Tutor triggers the cancellation process at any moment leading up to the lesson.

7. 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 — 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.

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 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.

8. Review Policy

After every lesson that takes place, we encourage Clients and Tutors to rate each other on a five-star scale, and provide feedback on how they found the lesson. The feedback provides valuable information for our community to make informed bookings, so we expect our members to provide honest, unbiased and relevant comments. Any comments deemed to be inflammatory, abusive, or focuses on anything outside the scope of your experience of the lesson, will not be allowed. If we receive a report on a review that violates this policy, it may be removed, and the responsible account could be suspended or permanently deactivated.

If a user's star rating is lower than the overall average or they receive too many negative reviews, Tutorbloc reserves the right to investigate, and to deactivate accounts where they do not comply with our ambition to deliver high quality learning experiences, in a safe and respectful environment.

9. Liability and Disclaimer

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 (incl. 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 errors 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. 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.

10. 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 such circumstances.

11. 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 behaviour a user may exhibit on the platform and outside the platform. We take complaints seriously and will do our best to investigate each matter and try to resolve it.

12. 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.

13. Additional Terms relating to the Apple 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 expressed 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 (c) 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.