



## **Terms and Conditions of EB Education Services Limited**

EB Education Services Limited is a company incorporated in England and Wales under registration number 09779700. Our registered office is Burton Varley Llp, Office 013, Ground Floor, Adamson House, Towers Business Park, Wilmslow Road, Manchester, England, M20 2YY.

This document (**Terms**) sets out the terms and conditions on which we provide our EB Education Services Limited website (**Website**) and the services available through the Website (**Services**) to you as a user of the Website or the Services (**User, you or your**). Where the term **Website** is used we may also include all online presences such as social media. By using the Website or our Services or registering with us, or following us on any form of social media, you are confirming that you agree to these Terms so please take the time to read and understand them.

If you use the Website or the Services to offer your services as a Tutor, references in these Terms to **Tutor** apply to you. If you use the Website or the Services to help you to find a Tutor, references in these Terms to **Tutee** apply to you. If you use the Website or the Services to provide services via a different form than a Tutor, references in these Terms to **Company** or **Companies** apply to you (for example Company or Companies shall include but not be limited to advertisers and learning centres). Some provisions in these Terms are expressly stated to apply only to Tutors or Companies. All other provisions in these Terms apply to all Users.

You should be aware that these Terms may change from time to time in accordance with paragraph 8.3.

You must ensure that the e-mail address and other contact details (such as postal address, postcode and telephone number) we hold for you are kept up-to-date.

These terms apply primarily to the use of this Website. Terms that apply specifically to tutors, tutees and companies, will be sent to you, when you register to use our services, usually via email.

### 1. Interpretation

1. In these Terms, Tuition Arrangement means an arrangement for a Tutor to perform services for a Tutee as agreed between the Tutor and the Tutee.
2. In these Terms words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and vice versa.
3. All and any business undertaken between you and us is subject to these Terms. In the event of any conflict between these Terms and any other terms and conditions, these Terms shall prevail unless expressly otherwise agreed between you and us in writing. No variation of these Terms shall be valid if made without our written consent.
4. These Terms supersede all previous terms of business.
5. In these Terms, any phrase that includes the words **other, including, for example, such as or in particular** (or any similar expressions) shall be deemed to include the phrase "without limitation".

### 2. Our Services

1. The Website and our Services are provided to help individuals and families access private Tuition, and to help private Tutors to offer their services to such clients. Unless expressly stated the Website and our Services are not provided to education-related companies, agencies, schools and other organisations (together, **Organisations**). With the exception of services offered in accordance with Section 5 your registration confirms that you are not an Organisation and that you will not use the Website or our Services to seek or provide education-related services on behalf of any Organisation. We do, however, welcome enquiries from Organisations wishing to work with us and any such enquiries should be directed to us using our contact details as set out on the Website.
2. Our Services include the following (for full details of each Service, please see the Website):
  1. Sourcing and selecting appropriate Tutors for Tutees to deliver Tuition in the requested subject at a mutually convenient location, or via online Tutoring
  2. Supplying Tutors with contact details of Tutees to enable them to deliver Tuition at a mutually convenient location, or via online Tutoring
  3. Working with Companies to provide support to students

### 3. User Content

1. When you communicate with other Users via the Website or otherwise use the functions of the Website, you may submit to us various material, such as the text of any comments and messages submitted by you via the Website and, for Tutors, the material and information in your profile (**User Content**).
2. By submitting User Content, you:

1. grant us, for the purpose of us providing the Website and our Services, a nonexclusive, worldwide, royalty-free, perpetual licence (with rights to sublicense on identical terms and in multiple tiers) to use, adapt, perform, display, reproduce, communicate to the public and distribute the User Content through any media now or in future known, which includes the right to display the User Content on and in connection with the Website;
    2. grant to us all consents which are or may be required (including under Part II of the Copyright, Designs and Patents Act 1988 and any statutory modifications or re-enactment thereof) for the use of the User Content, throughout the universe, in perpetuity, by any and all means and in any and all media now or hereafter known or devised;
    3. waive in perpetuity in respect of the User Content the benefits of any provision of law known as moral rights or any similar law in any country (moral rights are certain rights that the owner of a copyright work has in relation to how that work is used);
    4. promise to us that you own the User Content and have the right to grant the licence set out at paragraph 3.2.1 and that the User Content does not infringe the rights of any third party; and
    5. promise that any User Content submitted by you does not cause you to breach these Terms including any of your promises as set out in these Terms, in particular the promise made by you at paragraph 4.1.
  3. You promise to us that you accept responsibility, and will compensate us, for any loss or damage caused by any failure by you to fulfil your promises as set out at paragraph 3.2.
  4. When we receive User Content from you, we may check whether it complies with these Terms. We may reject your User Content for any of the following reasons:
    1. if it causes you to breach these Terms including any of your promises as set out in these Terms;
    2. for any other reason in our reasonable discretion.
4. Your use of the Website and our Services
  1. You promise that:
    1. your e-mail address and other contact information provided to us are accurate and that you will update us with any changes to your contact information
    2. in using the Website and our Services (including submitting User Content), you will not:
      1. do anything that may lead to the encouragement, procurement or carrying out of any criminal activity
      2. do anything that may cause you or us to breach any applicable laws;
      3. e-mail, transmit or otherwise disseminate any material which is defamatory, obscene, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise discriminates against, degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability, or which breaches the rights of others (including copyright and other intellectual property rights);
      4. distribute unsolicited communications including 'spam' e-mail;
      5. transfer files that contain viruses, trojans or other harmful programs or use the Website in any way that may damage or disrupt another's device or systems;
      6. access or attempt to access the accounts of other Users, penetrate or attempt to penetrate the Website security measures or use the Website or our Services as a means to collect or store personal data about others;
      7. include identifying information (such as telephone numbers, e-mail addresses, message service identifiers, VOIP identifiers, postal addresses, website addresses or name, company name, Tuition agency or organisation or any other contact information through which you can be contacted) on the Website or in any messages sent to other Users through the Website or otherwise in any of your User Content; nor
      8. use the Website and / or our Services other than in good faith for your own purposes as an individual Tutor or Tutee. For the avoidance of doubt, use of the Website and / or the Services by organisations such as employment agencies is not permitted.
  2. We reserve the right at any time to suspend, restrict or terminate your account or your access to the Website and / or our Services and / or to remove any User Content submitted by you or others without notice at our discretion if we have reasonable grounds to believe you or a relevant third party has broken the promise made by you at paragraph 4.1 or otherwise at our discretion where we have reasonable grounds for doing so.
  3. You hereby confirm that you are not less than eighteen years of age. Any person seeking to use the Website or our Services who is less than eighteen years of age must arrange for a parent/guardian/carer to register with us on their behalf and that parent/guardian/carer shall be the Tutee for the purposes of these Terms.
5. Rights in the Website and its contents

1. Your use of the Website and its contents grants no rights to you in relation to:
    1. intellectual property rights (including copyrights, trademarks, design rights or patents in relation to logos, graphics, photographs, images, sound recordings, compositions, animations, videos and text) (**IP Rights**) in the Website and its contents and in relation to our Services, whether owned by us or by third parties; or
    2. IP Rights in any User Content submitted to the Website by other Users.
  2. You may not copy, reproduce, republish, download, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way the services, web pages or materials on the Website or the computer codes of elements comprising the Website other than for your own personal use.
  3. Any use other than that permitted under paragraph 5 may only be undertaken with our prior express authorisation and / or the prior express authorisation of the holder of the relevant IP Rights. If you copy, reproduce, republish, download, upload, post, broadcast, record, transmit, commercially exploit, edit, communicate to the public or distribute in any way any content belonging to others without their permission, you will breach these Terms and may be infringing the rights of others, which may be a breach of applicable laws.
6. The Limit Of Our Legal Obligations
1. As a consumer, you have certain statutory rights in relation to the services provided by us, including the right to receive a reasonable standard of service. Nothing in paragraph 6 shall restrict those statutory rights. For further information about your statutory rights please contact your local Trading Standards Department or Citizens' Advice Bureau.
  2. All the following provisions of paragraph 6 shall be subject to paragraphs 6.1.
  3. If we breach these Terms we shall only be liable for losses which are a reasonably foreseeable consequence of such a breach. Losses are foreseeable where they could be contemplated by you and us at the time of entering into an agreement on these Terms.
  4. You agree and acknowledge that we shall not be responsible or liable for:
    1. indirect losses which are a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time of entering into the agreement on these Terms, including loss of profits and loss of opportunity; or
    2. failure to provide the Website or our Services or to meet any of our obligations under these Terms where such failure is due to any cause or event beyond our reasonable control.
  5. We do not accept any liability for damage to your computer system or loss of data that results from your use of the Website and we cannot guarantee that the Website or any files that you download are free from viruses, contamination or destructive features.
  6. We are responsible for the provision of the Website and our Services but each Tuition Arrangement is an agreement between the relevant Tutor and the relevant Tutee and we are not a party to that agreement and we are not responsible for the actions of Users or other third parties. For these reasons, you agree and acknowledge that:
    1. we have no responsibility or liability in relation to any aspect of any Tuition Arrangement;
    2. without prejudice to our obligation to carry out checks on Tutors, we do not make any promise or representation to you as to the suitability of any Tutor;
    3. we have no responsibility for examination entry which is the sole responsibility of the Tutee or the relevant student;
    4. we have no responsibility for any grade received by a Tutee or the relevant student and any consequence that examination grades may entail;
    5. even though all Users are prohibited from doing so, some Users may provide information or otherwise behave, via the Website, in a way that is unreliable, misleading or even illegal and some Users may not necessarily be who they say they are. Accordingly, to the extent that the law permits, you agree and acknowledge that your use of the Website and our Services is entirely at your own risk and you release us, our directors, contractors and employees from all liability (including in relation to disputes with other Users) where such liability relates to or arises out of the behaviour of (or the User Content or other material provided by) other Users and other third parties.
  7. Whilst we use all reasonable endeavours to correct any errors or omissions as soon as practicable once they have been brought to our attention, we do not promise that the information and other material on the Website itself will be free from errors or omissions.
  8. Although we reserve the right to monitor the use of the Website and the User Content if we choose, we may not always do so and we do not control, and are not responsible for, the User Content submitted by you or other Users of the Website and, as such, we do not guarantee the accuracy, integrity or quality of such User Content. Furthermore, we recommend that you run anti-virus programs on any information, content and / or User Content obtained via the Website. We will, however, seek to react quickly to any complaints regarding the Website, any User Content or other content on the Website or the conduct of other Users and we treat such complaints very seriously. If you wish to make a complaint please contact us.
  9. All content and services on the Website are provided on an 'as is' and 'as available' basis. We do not make any promise or representation in respect of the Website or its content, including any assessment of User Content, any advice given (on a personal or general basis) and any statements made by Users,

advertisers or other third parties on or via the Website. Any decisions or actions taken by you on the basis of information provided on or via the Website are at your sole discretion and risk and you should obtain individual professional advice where necessary.

10. You promise to compensate us for all (if any) claims, liabilities, costs and expenses (actual or consequential) that we may suffer, which arise out of or in connection with your use of the Website and / or the Services, in particular in relation to:
  1. your breach of any provision of these Terms;
  2. your involvement in any Tuition Arrangement (including your breach of any Tuition Arrangement); and
  3. your violation of any law or the rights of a third party.
11. We may provide links from the Website to other websites from time to time (via advertising or otherwise). These links are provided for your ease of reference and convenience only. We do not control such third party websites and are not responsible for their contents. Our inclusion of links to such third party websites does not imply any endorsement of the material contained in such third party websites nor any association with their operators. You acknowledge that we will not be party to any transaction or contract with a third party that you may enter into. You agree that we shall not be liable to you in respect of, and that you will not invoice us in any dispute between you and a third party in relation to, any loss or damage which you may suffer by using third party websites.

7. The following Terms apply to the mentioned Companies:

1. The Website also contains information about and links to Companies (as defined at the outset of these terms). For clarity, Companies are not individual independent Tutors.
2. Companies are independent entities in their own right and are not formerly connected to EB Education Services Limited. Nothing in these Terms is intended to, or shall be deemed to, establish any partnership between on the one hand EB Education Services Limited, and on the other hand any Company, nor shall anything in these Terms constitute that any party is the agent of the other party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
3. EB Education Services Limited does not charge potential Tutees for making contact with a Company.
4. Whilst EB Education Services Limited expects Companies to provide their services in venues that are fit for purpose and to provide excellent Tuition, EB Education Services Limited cannot be held liable (save as may not be excluded by law) for venues or Tuition services that do not meet with your expectations. By using this Website to facilitate contact with and services from a Company, you accept that you have a contract with the Company or Companies that you chose, not with EB Education Services Limited, and that any claim you wish to bring is to be brought against the relevant Company. For the avoidance of doubt, the making of an enquiry directly with a Company does not in and of itself constitute the formation of a contract with that Company.
5. In the event that a Company fails to provide you with a service that doesn't match your reasonable expectations you may provide EB Education Services Limited with your feedback, strictly on the understanding that EB Education Services Limited has no liability to you for the service provided by the relevant Company. EB Education Services Limited will exercise its discretion over whether or not to publish the feedback.
6. Companies are under a duty to present themselves in a lawful, honest and accurate manner, and in such a way so as not to mislead a Tutee. In the event that you discover this not to be the case please inform us. Whilst we would be extremely concerned to discover that a Company has not lived up to this duty, EB Education Services Limited cannot be held liable for any losses incurred as a consequence of the actions of the offending Company which is of course an independent entity to EB Education Services Limited and the party with which you as a Tutee have a contract.
7. By using this Website and these accompanying Terms generally, you specifically consent to our passing on of your contact details to the relevant Company.

8. Miscellaneous

1. You must read our privacy policy which contains important information about the use of your personal data and other information regarding your privacy and our security processes and policies. By accepting these Terms you are consenting to the use of your personal data as detailed in that policy.
2. You acknowledge that we may withdraw your access to the Website or any of our Services for any period and if necessary permanently, at our sole discretion without liability to you, provided that we shall still fulfil any obligations to provide any Services that you have paid for (or alternatively we shall refund you for such payments).
3. We are constantly looking for new ways to improve the Website and our Services. We therefore reserve the right to amend these Terms at any time by giving you notice. We may also change these Terms for legal, regulatory or security reasons by giving you notice. Notice will be given by means of a notice on the

Website and a link to the current version of these Terms will at all times be available on the Website. For particularly important changes to these Terms, we may in addition e-mail you to bring such changes to your attention. If we change these Terms and that change is to your detriment, you may terminate any agreement with us for us to provide Services to you by giving us notice within 14 days of the changes, in which case we shall refund any sums paid by you in relation to those Services to be performed after the date of change of these Terms.

4. We reserve the right to withdraw or modify aspects of the Website or our Services, or the entirety of them, where we have legal or commercial reasons to do so. There may also be times when the Website or the Services become inaccessible as a result of technical difficulties. We will, however, use reasonable skill and care to overcome these difficulties where they are within our reasonable control.
5. Where we reserve a right in these Terms, it does not mean we will be obliged to exercise it.
6. You acknowledge that we are entitled to alter the amount paid for Tuition from time to time, provided that such amount or basis is clearly stated at the time when you are making the relevant purchase, prior to any fees being taken.
7. Together, these Terms and our privacy policy contain the whole of the agreement between us and you concerning the Website and our Services and replace all earlier agreements and understandings with you, provided that nothing in these Terms will limit liability for fraud. A person who is not a party to an agreement based on these Terms has no right to rely upon or enforce any provision of that agreement.
8. In the event that any provision of these Terms is held to be invalid or unenforceable, the remainder of these Terms shall remain valid and enforceable.
9. These Terms and any claim or dispute (whether contractual or non-contractual) in relation to these Terms shall be governed by and interpreted in accordance with relevant United Kingdom law. If you wish to take court proceedings against us you must do so within the United Kingdom.
10. For dispute resolution please contact us at [contact@education-services.co.uk](mailto:contact@education-services.co.uk).