

# Terms and Conditions



*Liv Wise Tutoring*

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**By using our site, you accept these terms and conditions.**

Please read these terms and conditions (“Terms”) carefully and ensure that you understand them before using our site. These terms and conditions, together with any other documents referred to herein, set out the terms of use governing your use of this website, [www.livwisetutoring.com](http://www.livwisetutoring.com) (“our site”, “our platform”, “the site”, “our website”).

These terms and conditions were last updated in July 2022.

## **1. Information about us**

1.1 Liv Wise Tutoring (“LWT”, “us”, “we”, “our”) is a sole partnership company registered in England, number .....

1.2 If you have any questions about us, the Terms or the use of our site please contact the LWT team on [livwisetutoring@gmail.com](mailto:livwisetutoring@gmail.com) or complete a contact form on our website.

## **2. The platform**

2.1 We provide a platform via the website which enables people wishing to use our tutoring services (each a “client”) to find a tutor registered on the platform (each a “tutor”) and arrange lessons (each a “tutoring lesson”) with the tutor.

## **3. Platform terms of use**

3.1 Your use of this website means that a contract consisting of these terms is formed between us and you (“this agreement”) which governs your use of this website and your access to the services available on this website from time to time. The contract between us and you is separate and distinct from any contract for a tutoring lesson which you may form with a client or tutor through the platform.

3.2 These terms will apply:

3.2.1 Howsoever you decide to access the platform; and

3.2.2 To all users of the website, including clients, tutors and guests and references in these terms to “you” or “your” are to you, the user of the website, whether you are a client, tutor or guest.

3.3 Certain paragraphs of these terms are only relevant to clients and certain paragraphs are only relevant to tutors. However, we encourage you to read them in their entirety.

3.4 We may make changes to these terms to reflect the way we operate the website from time to time and will take reasonable steps to bring any material changes to your attention.

3.5 If you do not agree to any changes made to these terms, you must cease using the website.

3.6 Every time you access the website, the terms in force at that time will apply to your use of the website at such time.

3.7 Links to our site must be fair and lawful. You must not take unfair advantage of our reputation or attempt to damage our reputation.

3.8 You may only use our site in a lawful manner including:

3.8.1 You must ensure that you comply fully with any and all local, national or international laws and regulations that apply;

3.8.2 You must not use our site in any way, or for any purpose, that is unlawful or fraudulent; and

3.8.3 You must not use our site knowingly to 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.

3.9 You agree that you will treat the tutors with respect and not use obscenities, make threats, or discuss matters other than those directly related to the subject of the tutoring lesson.

3.10 You agree that you will not disclose information to a tutor that could be considered personally identifiable information including your address, telephone number, email address, national insurance number, password or any other information that could be used to identify or locate you.

3.11 You agree that you will not solicit any such information from any tutor and agree that if any tutor ever discloses such information to you, asks you for any personal information, or suggests any meeting or conversation away from the platform, you will immediately report this to us.

3.12 We may terminate any tutorial where we consider, in our sole discretion, that you are uploading or otherwise transmitting inappropriate content.

3.13 If you fail to comply with the provisions of this part 3, we may take one or more of the following actions in response:

3.13.1 Suspend or terminate your right of use to our site;

3.13.2 Issue you with a written warning;

3.13.3 Take legal proceedings against you for reimbursement of any and all relevant costs on an indemnity basis resulting from your failure to comply;

3.13.4 Take further legal action against you, as appropriate;

3.13.5 Any other actions which we deem reasonably appropriate (and lawful).

3.14 We hereby exclude any and all liability arising out of any actions that we may take (including, but not limited to those set out above in part 3.12, 3.13) in response to your failure to comply.

## 4. Communications from us

4.1 If we have your contact details, we may, subject to 4.2 and 4.3 below, send you notices by email from time to time. Such notices may relate to matters including, but not limited to, changes to our site or to these terms and conditions.

4.2 We will not send to you marketing emails if you have chosen to opt out or withdrawn consent.

4.2.1 If you do consent to receiving marketing emails, you may opt out at any time.

## 5. Law and jurisdiction

5.1 These terms and conditions, and the relationship between you and us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law.

5.2 If you are a consumer, any dispute, proceedings, or claim between you and us relating to these terms and conditions or to the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts in England, Wales, Scotland, or Northern Ireland, as determined by your residency.

5.3 If you are a business user, any dispute, controversy, proceedings, or claim between you and us relating to these terms and conditions or to the relationship between you and us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.

## 6. Fees

6.1 While we provide a guide to the pricing of tutor sessions, (the “pay levels”), tutors shall solely determine their hourly rate (which, subject as set out below, will be within the pay levels), which will be specified in the tutor’s profile and should be checked prior to submitting a booking request. Where qualified teachers have higher hourly rates than the pay levels, these will be discussed on a case-by-case basis between LWT and the tutor in advance of a session and apply to all subsequent sessions with the tutor until otherwise agreed.

- 6.2 The fee payable by the client for a tutoring lesson (the “fee”) will be calculated according to the hourly rate of the tutor which is specified in the tutor’s profile or as otherwise agreed in advance, and the duration of the tutoring lesson (usually one hour).
- 6.3 No sum is payable in order to register on the platform as a tutor or client. However, we will be paid 20% of the fee for each tutoring lesson (“commission”) subject to 6.10 below.
- 6.4 All payments made using the platform will be processed by our payment service provider (“PSP”). The PSP will be paid (1.4% + 20p) of the fee for each tutor session (the “PSP charge”) subject to 6.10 below.
- 6.5 The PSP will collect payment of the fee when the tutoring lesson is booked using the payment card details provided when the client booked the tutor session.
- 6.6 The PSP will deduct the commission and the PSP charge from the fee before transferring the remaining part of the fee to the tutor as soon as is reasonable practicable.
- 6.7 Expenses incurred by the tutor in the provision of a tutoring lesson will not be reimbursed by the client or LWT.
- 6.8 The tutor will not receive or accept payment directly from the client or any student or any other person any sums due for the provision of a tutoring lesson. All payments must be processed through this website by our PSP.
- 6.9 You shall promptly provide us with written details of all time incurred by the tutor in providing tutoring lessons and any other information relating to the provision of tutoring lessons as we may reasonably request from time to time.
- 6.10 Tutors will be informed of our commission rate and the PSP charge during their registration on the platform. We may change our commission rate and PSP charge from time to time to reflect cost increases or reductions in operating this website or providing any services under these terms. We will give you at least 30 days’ notice of any change in our commission rate. Any such changes in our commission rate will only affect tutoring lessons requested on and after the date on which the change is stated to take affect.

## 7. Client obligations

7.1 When you use the site and LWT services and when you book and accept the tutoring lessons, you must comply with any requirements as directed by LWT and the tutor at such time or notified prior to such time in accordance with these terms. In particular you agree:

7.1.1 To be solely responsible for assessing the suitability of a tutor to deliver the tutoring lesson and the accuracy of their stated credentials, expertise, references, Disclosure and Barring Service certificate (“DBS”).

7.1.2 To contact the tutor via the chat function on the site only.

7.1.2.1 That other means of communication with the tutor are prohibited.

7.1.3 Not to publish any abusive comments about a tutor or another student on the site or any other place including defamatory or derogatory comments.

7.2 LWT will use all reasonable endeavours to make the “services” (being both the LWT services and the tutoring services provided by the tutor) available to you and where this is not possible for any reason whatsoever, LWT shall not be responsible nor liable to you as a result of any act or omission on your part relating to your inability to access the services in whole or in part including but not limited to:

7.2.1 Resultant feedback (echos), audio break-ups, video or sound delays;

7.2.2 Your failure to use and configure the headset, speakers or microphone required for tutoring lessons;

7.2.3 Your failure to at least meet the minimum system requirements.

7.3 You acknowledge and accept that from time to time, you may experience entire or partial failure of your video during a tutoring lesson due to fluctuations or insufficient bandwidth and under such circumstances, you agree that the tutoring lesson shall continue without video and confirm that this is acceptable to you in all circumstances.

7.4 For the avoidance of doubt, you will not receive a full or partial refund for bandwidth-related interferences.

7.5 All parties acknowledge that clients may leave client testimonials (to be displayed on the tutor’s profile for future prospective clients)



## 8. Tutor obligations

8.1 You will keep your username and password confidential and not reveal it to anyone else.

8.1.1 You are responsible for all activities that are carried out under your username and password which shall represent your LWT login. We do not have the means to check the identities of all people using the site and will not be liable where your username and/or password are used by someone else. You agree to notify LWT immediately by email at [livwisetutoring@gmail.com](mailto:livwisetutoring@gmail.com) within 24 hours of any unauthorised use of your account of which you become aware.

8.2 Where terminated, LWT shall deactivate your LWT login and account promptly.

8.2.1 LWT reserves the right to terminate the LWT services and access to the site after a two month continuous period of inactivity by you, which means that you will no longer be permitted to use the site to deliver tutoring lessons to clients. You will not be permitted to re-access the site without LWT's express written permission.

8.3 Use of the site is entirely at your own risk and you must exercise complete caution at all times when dealing with clients.

8.4 You further and specifically agree to:

8.4.1 Authorise LWT to act as your agent and collect tutor fees;

8.4.2 Provide LWT with your current account details, which must be a UK current account held in the tutor's name;

8.4.3 Assume all responsibility for your role as tutor and for the provision of tutoring lessons to the client which includes the preparation and content of lessons;

8.4.4 Act at all times in accordance with the highest professional standards and not act in any way which could bring LWT into disrepute;

8.4.5 Only accept instructions and tutoring lessons within your area of expertise, and that are within your abilities and competency;

8.4.6 Notify the client immediately should you become ill or otherwise incapable and unable to provide the tutoring lessons;

- 8.4.7 Ensure that any information provided by you to LWT and a client remains true, accurate, up-to-date and complete at all times during the duration of this agreement.
- 8.5 The tutor authorises LWT as its agent to accept the tutor fees from the client via any forms of payment approved by LWT in connection with the provision of the tutoring lessons via the site including Mastercard, Visa and Maestro debit cards on the tutor's behalf.
- 8.6 You confirm that you are self-employed under these terms, and you are directly responsible to HMRC for all matters regarding income tax, VAT and relevant national insurance contributions.
- 8.6.1 You agree that nothing in these terms constitutes a contract of employment between you and LWT. You shall be full responsible for and indemnify LWT against any liability, assessment or claim for any employment-related claim or any claim based on worker status brought by you relating to your tutoring services. This indemnity shall include all expenses and costs, including legal fees, incurred by LWT in dealing with any such claim brought by you or by somebody on your behalf.
- 8.7 You will keep records of payments made to you by way of tutor fees for completing of annual tax returns.
- 8.8 In response to a dispute, if any refund is agreed, LWT will be entitled, in its sole discretion to refund tutor fees to the client on behalf of the tutor in full or in part. In such circumstances, the tutor will receive either no tutor fees or only part of the tutor fees as agreed by LWT and the client, in respect of the relevant tutoring lesson.
- 8.9 If any refund is agreed subsequent to the tutor receiving the tutor fees from LWT, LWT shall be entitled to withhold sufficient monies and offset any amounts payable to such tutor by LWT under this agreement from any tutor fees collected by LWT thereafter to enable LWT to refund the relevant refunded tutor fees. For the avoidance of doubt, this includes payment for DBS checks.
- 8.10 The tutor shall be responsible for all chargebacks and/or refund requests on lessons performed and shall indemnify LWT against all losses resulting from chargebacks and/or refund requests.

- 8.11 LWT shall be entitled to make any settlement payment to tutor by BACS, to the current account of the tutor (or to such other bank account as the parties agree in writing).
- 8.12 Where you and the client agree to cancel the tutoring lesson pursuant to these terms, LWT shall repay the tutor fees to the client.
- 8.13 If you don't attend an arranged lesson without having cancelled it, or if you repeatedly cancel lessons, we may end the agreement between you and LWT as constituted by these Terms and Conditions without further notice.
- 8.13.1 LWT will record details of all such cancellations by you on its records for a period of 12 months.
- 8.14 All cancellations by you must be made in writing in advance, directly via the site and to the client, in accordance with these terms and conditions.
- 8.15 It is a feature of the site that the client will leave client ratings.
- 8.15.1 Where is considered necessary, LWT is entitled to carry out an investigation upon receipt of negative client ratings (1, 2 or 3 out of 5) or where a tutor or a client reports or raises any feedback, issues or concerns that they might have with the other at any time.
- 8.16 Nothing in this agreement shall prevent the tutor from being engaged, concerned or from having any financial interest in any capacity in any other business, trade, profession, or occupation during the term of engagement provided that such activity does not cause a breach of any of the tutor's obligations under this agreement.
- 8.17 LWT and the tutor shall each be an independent data controller; and
- 8.17.1 Each party shall ensure it complies and will continue to comply with all applicable legislation that concerns the protection, processing and storage of data related to persons (the "Data Protection Legislation") and any regulations made thereunder.
- 8.18 Without limiting its obligations under 8.17.1, in respect of any personal data the tutor shall:
- 8.18.1 Only process the personal data of each client or student for the purpose of providing the tutoring lessons to that client or student (the "agreed purpose");

- 8.18.2 Ensure that it has a legitimate lawful basis for processing all personal data processed by it;
- 8.18.3 Ensure that it provides clear and sufficient information to the individuals whose personal data it processes as required by the Data Protection Legislation (a “privacy policy”);
- 8.18.4 Only process such personal data in accordance with its privacy policy;
- 8.18.5 Ensure it (or anyone assisting it, as applicable) is appropriately trained to handle and process the personal data;
- 8.18.6 Comply with, and provide such assistance as is reasonably required to enable LWT to comply with, data subject rights requests within the time limits required by the Data Protection Legislation;
- 8.18.7 If it appoints a third party processor (as defined in the Data Protection Legislation), comply with the Data Protection Legislation and remain liable to LWT for the acts and/or omissions of the processor;
- 8.18.8 Have in place appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of the personal data; prevent the accidental loss or destruction of, or damage to, the personal data; and ensure a legal security appropriate to the nature of the personal data and the harm that might result from unauthorised or unlawful processing or accidental loss, destruction or damage;
- 8.18.9 Comply with its obligations to report personal data breaches to the UK Information Commissioner’s Office or the appropriate supervisory authority, and (where applicable) the individuals whose personal data is affected; and
- 8.18.10 Not retain or process the personal data for longer than is necessary to carry out the tutoring lessons, except as required in accordance with any applicable statutory or professional retention periods.
- 8.19 Use of the site is entirely at a tutor’s own risk and you must exercise complete caution at all times when dealing with clients.
- 8.20 LWT may suspend or terminate, in LWT’s sole decision, this agreement and your access to the site and the LWT services immediately by serving written notice on or if:

- 8.20.1 Any information provided by you is found to be untrue, inaccurate, out-of-date, or incomplete;
  - 8.20.2 Your rating by clients is deemed by LWT (in its sole opinion, but acting reasonably) to be unsatisfactory;
  - 8.20.3 You act in a way that has brought, or could bring, LWT in to disrepute;
  - 8.20.4 You are convicted of a criminal offence or are the subject of any investigation, which may, in LWT's sole opinion, impact student safety;
  - 8.20.5 You are in material breach of this agreement;
  - 8.20.6 You do not use the site or LWT service for a two month long continuous period of inactivity in accordance with 8.2.1.
- 8.21 If we suspend or terminate your use of the site, we will include in our notice of suspension or termination to you the full details of the reason for such suspension in writing.

## 9. Cancellation of tutoring lessons

- 9.1 Tutoring lessons can only be cancelled through the site.
- 9.2 If a tutoring lesson is cancelled by the client less than 24 hours before it is due to take place or if the tutoring lesson is not cancelled but does not go ahead for reasons attributable to the client, the tutor reserves the right to charge half of the normal fee.
- 9.3 If events or circumstances outside the reasonable control of the tutor prevent or are likely to prevent the tutor from attending a tutoring lesson, the tutor will make every reasonable effort to inform the client using the site's messaging service and to re arrange the tutoring lesson as soon as reasonably practicable. If the tutoring lesson cannot be re arranged, the tutor will cancel it using the website.
- 9.4 No fee will be payable in the event that a tutoring lesson is cancelled by the tutor or by the client 24 hours or more before the tutoring lesson is due to take place.

## 10. Tutor terms

- 10.1 This part 10 applies to all users of this website who are intending to make or have made an application to register as a tutor on this website. It also applies to tutors who are already registered on this site.
- 10.2 Your application to register as a tutor must be accompanied by:
- 10.2.1 Your DBS certificate;
  - 10.2.2 Your degree certificate and A Level certificates and teaching qualifications, if applicable;
  - 10.2.3 An acceptable form of photographic identification such as a passport or driving licence;
  - 10.2.4 You will also be required to attend an online interview before your application is accepted.
- 10.3 In order to register as a tutor, and before a client can book a tutoring lesson with you, you will be required to confirm your acceptance of the terms and conditions of our PSP.
- 10.4 The tutor will provide tutoring lessons with all due care and skill, in conformity with the terms and the booking confirmation and in compliance with all applicable statutory and regulatory requirements and standards of best practice.
- 10.5 The tutor shall take all appropriate steps to safeguard and protect the interests of the client and (if a different person) the student/child.
- 10.6 The tutor warrants and represents to us that all written and oral statements and information provided when registering as a tutor for the purposes of or in connection with the tutoring session, including personal information about the tutor and/or your qualifications, credentials, background and suitability for providing the tutoring services were when provided and remain true, complete and accurate.
- 10.7 The tutor agrees:
- 10.7.1 While registered on this website not to provide any tuition or educational services with clients of LWT (apart from tutoring lessons booked through this platform);
  - 10.7.2 While registered on this website not to provide any tuition or educational services (apart from tutoring lessons booked through this platform) to any sibling or other relative of a client or to any person introduced, directly or indirectly, to the tutor by a client;

10.7.3 During the period of 12 months after (the later of) the date upon which: (i) the tutor is in contact with a client through this website; and (ii) the tutor has a tutoring lesson booked with a client, not to provide any tuition or educational services to such client (apart from tutoring lessons booked through this platform) or to any sibling or other relative of such client or to any person introduced, directly or indirectly, to the tutor by such client.

10.7.3.1 The tutor provides educational services to a client or any sibling or other relative, other than through the LWT platform; or

10.7.3.2 The tutor introduces a client to another tutor or third party who provides educational services to that client other than directly through the LWT platform;

10.7.3.3 The tutor shares contact information via the LWT platform, including emails, phone numbers and social handles.

10.8 The tutor shall indemnify us and keep us fully and effectively indemnified on demand against any actions, suits, claims, costs, losses, damages, expenses, liabilities and payments which may be brought against or suffered or incurred by us as a result of or in connection with, directly or indirectly, the provision of a tutoring lesson by the tutor, the tutor's use of this website, any act or omission by the tutor and any breach or non-performance of these terms and conditions by the tutor.

10.9 The tutor shall duly and promptly pay all income tax and national insurance contributions in relation to all charges and sums payable to the tutor by a client and shall be responsible for completing and submitting all relevant assessments, returns and all other information to HM Revenue & Customs in relation to such charges and sums and to his taxation affairs generally. The tutor shall indemnify us and keep us fully and effectively indemnified on demand against all income tax, national insurance contributions and related penalties and/or interest in respect of any charges paid or payable by us to the tutor for tutoring lessons or otherwise for or in connection with the tutor's use of this website, and any reasonable costs incurred by us in recovering any such sums.

## 11. Disputes

11.1 LWT shall be entitled to investigate any disputes reported to LWT by a client or by a tutor via the site.

- 11.2 The parties agree that they shall attempt in good faith to resolve any dispute promptly through negotiations between you and a member of the LWT team.
- 11.3 LWT will use all reasonable endeavours to provide a written response via email to any issue raised by a client or a tutor via the site within 14 days. LWT reserves the right to inform a tutor or a client respectively of any dispute raised against them and to provide them with a copy of any response provided by LWT.
- 11.4 A client must inform LWT immediately and in any event, within 48 hours of any dispute you may have with a tutor in connection with the provision of the tutoring services rendered by a tutor or otherwise failing which LWT shall have no responsibility for investigating any such dispute.
- 11.5 You agree to fully cooperate with LWT in resolving any dispute.
- 11.6 LWT reserves the right to suspend your account with immediate effect while an investigation is concluded.
- 11.6.1 Your account may be reactivated once an investigation has been completed.
- 11.7 The outcome of any investigation instigated by a client or a tutor is entirely at LWT's discretion, acting reasonably.

## 12. Termination involving a client

- 12.1 subject to 11.2, these terms shall commence on the date we activate your account on the site and shall continue unless terminated with immediate effect (without compensation) upon either party serving written notice on the other.
- 12.1.1 You agree that by entering into this contract you are waiving your statutory cancellation rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (the "regulations") and agree for the services to start on the deemed start date according to 11.1.
- 12.2 LWT may terminate this agreement with a client immediately without compensation or written notice by ending your access to the services if you commit a breach of any of these terms and conditions or if;



- 12.2.1 Any information provided by you is found to be untrue, inaccurate, out-of-date or incomplete;
- 12.2.2 You act in any way that has brought, or could bring, LWT in to disrepute; or,
- 12.2.3 A client does not show up at a tutorial without having cancelled it or a client repeatedly cancels tutorials.
- 12.3 In the event of any such termination, the client shall pay for all tutoring services already successfully delivered and which are not the subject of a dispute as at the date of termination and neither LWT nor the tutor shall be liable for any losses incurred by you after the date of termination.
- 12.4 For the avoidance of doubt, if LWT terminates this agreement with the client and you have paid the tutor for tutoring lessons in advance, LWT agrees to use its best efforts to procure that the tutor will refund you all the pre-payments less any amounts permitted to be retained pursuant to these terms and conditions within 14 calendar days of termination.

### 13. Warranties and indemnities

- 13.1 As a client, you hereby warrant, represent, and undertake to LWT and tutor that:
  - 13.1.1 You are personally responsible for the information posted by you on the site and submitted throughout sign up and registration which you shall ensure is accurate, true, up-to-date and complete at all times during;
  - 13.1.2 You are wholly responsible for the appropriateness and the content of any material uploaded to the LWT platform by you during your contract. No content of material uploaded will be offensive or defamatory;
  - 13.1.3 You will comply with all the obligations expressed or inferred to be applicable to clients set out in these terms and conditions.
  - 13.1.4 You agree at all times to comply with the provisions of the Data Protection Legislation;
  - 13.1.5 You agree to comply with all applicable laws, regulations and codes of practice which regulate the activities of the online environment;

- 13.1.6 You will protect your unique password in accordance with these terms.
- 13.1.7 You accept full responsibility for any disputes raised as a result of issues connected to the performance or non-performance of the site affecting your proper access to the tutoring services;
- 13.2 You shall indemnify and hold harmless LWT (and any tutor as the case may be) on demand, and shall keep LWT (and any tutor) fully and effectively indemnified against any and all losses arising out of or in connection with:
- 13.2.1 The services
- 13.2.2 Any breach of these terms or breach of obligation or warranty by you or the acts or omissions of you (other than and to then extent that any losses arise directly from breach of these terms by LWT or by LWT's negligence); and
- 13.2.3 Any and all claims, complaints or legal proceedings instigated by a tutor against you.

## 14. Limitation of liability

- 14.1 Tutors and clients agree that, (subject to clause 13.2, with respect to clients), we shall in no circumstances be liable to you in contract, tort (including negligence) or otherwise for any consequential, special, or incidental loss or damage (whether direct and indirect) or any loss of profit, anticipated profits, business, data, opportunity, revenue, goodwill, or reputation arising from your use of the site or the services.
- 14.2 Our liability to clients whether in contract, tort or otherwise shall in no circumstances exceed the total LWT payments paid by you in the one month preceding the date on which the liability arose.
- 14.3 Our liability to tutors whether in contract, tort or otherwise shall in no circumstances exceed the total LWT payments paid to you in the one month preceding the date on which the liability arose.
- 14.4 Nothing in these terms is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation:

14.4.1 Death or personal injury caused by negligence;

14.4.2 Fraud or fraudulent misrepresentation; and

14.4.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

14.5 For clarification, the LWT services are primarily (but not exclusively) designed to be used within the territory of the United Kingdom except as expressly set out in this contract, LWT gives no warranties and excludes all other express or implied terms, conditions and warranties to the fullest extent permitted by law.

14.6 With respect to tutors only, we have no liability to the tutor for any loss, damages, expenses, payments or injury which the tutor may incur arising from the security or state or condition of any premises in which a tutoring lesson is provided or from any act or omission of a client, a student or any third party occurring on any such premises or otherwise during the course of or in connection with the provision of the tutoring lesson.

## 15. General

15.1 You shall not, without the prior written consent of LWT, assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under these terms and conditions.

15.2 Enforceability: if any one or more of the provisions of these terms should be held to be invalid, illegal or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the parties shall amend these terms to add a new provision having an effect as near as legally permissible to the one held to be invalid, illegal or unenforceable.

15.3 These terms constitute the entire agreement between you and LWT in relation to your use of the site and the services and supersedes any prior representations, inducements or agreements relating to its subject matter.

15.3.1 Each of the parties acknowledge and agree that in entering into the terms of this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person

(whether party to this agreement or not) relating to the subject matter of this agreement other than expressly set out in this agreement.

15.4 Neither tutors nor clients have the power to bind LWT in any way in respect of the obligations of the one to the other.

15.5 Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose.

15.6 We use industry-standard techniques to protect our website from bugs, viruses and attacks but cannot guarantee that our website will be free from bugs, viruses, or other malicious software. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programmes, data or other proprietary material due to your use of our website or to your downloading of any content on it, or on any website linked to it.

15.7 A tutor is not our employee or agent and, save where expressly provided for in these terms and conditions, a tutor or client has no power or authority to alter or waive any of these terms, or to bind or commit us in any way.

15.8 While we interview all tutors before they are permitted to join the platform, we are not responsible for the actions of tutors and cannot vouch for the quality of the tutoring lessons provided by the tutor.

15.9 The content on the website is provided for general information only and is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on the website, we make no promises that the content on the website is accurate, complete, or up to date.

15.10 We provide no guarantee or assurances that the tutoring lessons accessed through the platform will achieve or contribute to the achievement of any qualification, accreditation, or other goal, standard or recognition.

## 16. Data protection and privacy

16.1 In respect of any personal data (as defined in the Data Protection Legislation) processed by LWT and the tutor pursuant to these terms, both parties warrant to the client that they shall comply and will continue to comply with the Data Protection Legislation.

16.2 The client hereby agrees that by releasing any personal data as submitted by you on the site, you acknowledge that you are wilfully providing your personal data for the purpose of receiving the services.

16.3 The client understands that by accepting these terms, you agree that LWT and the site are not responsible for any advice or information given by the tutor.