

Tutorlect

Terms & Conditions



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Tutorlect

Terms & Conditions

1 INTRODUCTION

- 1.1 This Website is owned, edited and run by Tutorlect.
- 1.2 By using this Website and/or using Our Services, You agree to be bound by these Terms and Conditions. These Terms and Conditions (including Our Privacy Policy, any other policies of Ours, Services, Products and Our conditions of sale of Products), may be changed at any time and without notice. You should review these Terms and Conditions regularly to ensure that You are aware of any changes.
- 1.3 Tutorlect reserves the right to prohibit or restrict any User's access to this Website without providing a reason.

2 DEFINITIONS

- 2.1 "Terms and Conditions" means this document and all the provisions contained within it to which both Tutorlect and You are bound.
- 2.2 "We", "Us", "Our" means Tutorlect.
- 2.3 "Client", "Student", "Learner", "Parent", "Guardian", "User", "Visitor", "You", "Your" means any person who uses this Website in any way or who uses or seeks to use any Services provided by Tutorlect. A "Client" will therefore not necessarily be the person paying for Tutorlect Services or Products.
- 2.4 "Tutor", "Teacher", "Expert", "Educator" means a person who provides teaching Services on behalf of Tutorlect.
- 2.5 "Parties" means Tutorlect and the Client collectively.
- 2.6 "Service" or "Services" mean the Services provided by Tutorlect or Services authorised by Tutorlect provided by Tutors (other than the sale of its Products). "Service" or "Services" includes the provision of Tutorlect's Website.
- 2.7 "Session" means a single period in which the Tutor provides the tutoring Services, for example, an online contract law lesson. A Session does not necessarily mean a session of 1 hour in duration.

- 2.8 “Product” or “Products” of “Good” or “Goods” means any object, material, merchandise, digital file, course or thing (whether tangible or intangible) which can be purchased from Tutorlect (other than the purchase of its live tutoring Services).
- 2.9 “Website” or “Site” means the website www.tutorlect.com.
- 2.10 These definitions apply to both these Terms and Conditions and to information published on the Website, except for information contained within blog posts, scholarly articles and external links. In these exceptional cases, these definitions may apply depending upon the context.

3 OUR SERVICES

- 3.1 We provide online law tutoring Services which matches Clients with Our approved Tutors. We offer tuition in every area of law at every level up to doctorate level. We do not provide any reserved legal activities as defined by the Solicitors Regulation Authority.
- 3.2 Our Tutors are legally trained and undergo a robust vetting process to become a Tutor with Tutorlect. Our Tutors undergo regular training to stay up to date with legal content and teaching practice. Further, if Our Tutors provide any Sessions to persons under 18 years of age, Our Tutors will have been Enhanced DBS checked and will have taken Our safeguarding training. Please refer to Our Safeguarding Policy (which is accessible from the footer of every Tutorlect webpage) which also forms part of these Terms and Conditions.
- 3.3 Tutors are not employees of Tutorlect and are not our representatives authorised to speak on our behalf or bind us to any agreement.
- 3.4 We provide Products (primarily, but not limited to, student learning materials) for sale through Our Website which can be purchased by the Client.
- 3.5 We are committed to providing a safe and inclusive working environment for Our Clients.

4 YOUR OBLIGATIONS

- 4.1 You acknowledge and agree to give Us all the relevant information necessary to be able to carry out the Services You require (e.g. Your aims, timescales, and expected outcomes).
- 4.2 You agree to fully cooperate and assist Us in complying with Our duties under these Terms and Conditions and relevant law.

- 4.3 Legal entities, such as other tutoring platforms or sites, or their employees will not be able to use Our Services to contact Our Tutors for their own professional benefit or use. If it is discovered You are using the site for one of these purposes, any fees You have paid will be forfeited by You and You will be barred from further use of Our Services.

5 REGISTRATION AND YOUR ACCOUNT

- 5.1 You must be at least 18 years old to register for an account on Our Website.
- 5.2 By signing up for an account, You will have access to Your personal dashboard which will allow You to add items to a shopping basket and pay for these items faster by saving Your payment details. You will also be able to view all Your Session bookings, book further Sessions or cancel and amend existing Sessions.
- 5.3 To sign up for an account, You will need to provide Your email address and create a password. You are responsible for keeping Your password and account information safe, secure and confidential. If You forget Your password, You will be able to reset it.

Termination of Services and Account

- 5.4 We display our Services, but it is Our decision if We accept Your order or requests. We have the right to refuse any order, person, or entity without having to give a reason for doing so. We have the right to suspend or terminate Your account without having to give a reason for doing so. However, such suspension or termination would usually be as a result of Us reasonably believing that You have breached any clause contained within these Terms and Conditions. Where this is the case, we will inform You of this by email. We cannot accept an order until payment has been processed and received. We may at any time change or stop any aspect or feature of the Site.
- 5.5 In the event of suspension or termination of Your account as outlined in clause 5.4, Your remaining Sessions will be cancelled. You will not be entitled to a refund of any remaining Sessions under these circumstances.
- 5.6 In the event of refusal, suspension or termination as outlined in clause 5.4, You have the right to appeal Our decision to a Partner of Tutorlect who will review Your case. This does not prevent You from making use of Our Complaints Procedure (as outlined in clauses 13.1-13.17, below).

6 PAYMENT FOR SERVICES

Booking Sessions

- 6.1 You can book a tutoring Session or Sessions on Our Website by choosing an available timeslot and paying for the Session or Sessions via Our available payment methods. Alternatively, You can contact Us by any of Our listed contact methods on the 'Contact Us' page of Our Website to book a Session or Sessions.
- 6.2 You may book Sessions without registering for a Website account. If You register for an account, You may add items to Your online shopping basket. These items can be saved and accessed later under 'My Basket'.
- 6.3 Your booking is an offer to Tutorlect to buy the Service(s) in Your order. When You book a Session or Sessions from Tutorlect, We will send you an email confirming receipt of Your booking and containing the details of Your booking ("Booking Acknowledgment Email"). The Booking Acknowledgement Email is acknowledgement that We have received Your booking and does not confirm acceptance of Your booking to buy the Service(s) ordered. We only accept Your booking and conclude the contract of sale for the Service(s) ordered by You after We have sent a further email to You to confirm acceptance of Your booking ("Booking Confirmation Email"). Your contract is with Tutorlect.
- 6.4 If We are unable to accept Your booking, We will inform You by email.
- 6.5 If You cannot find a convenient or appropriate timeslot for Your Session(s) on the Website, You are encouraged to contact Us as slots may become free. If You are requesting a Session to take place on the same day as placing Your order, Tutorlect may, in its discretion, charge an 'urgency fee' of £10.00. If Tutorlect charges this fee, You will be notified before You receive Your Booking Confirmation Email.
- 6.6 If You are requesting a Session to take place between 20:00 and 08:00 GMT on any day, We will endeavour to accommodate Your request but You may be charged an 'out-of-hours fee'. Such a fee would be negotiated between You and Tutorlect before acceptance of Your order by Tutorlect.
- 6.7 After We have accepted Your order, Tutorlect will review Your booking and match You with an appropriate Tutor.
- 6.8 You can view items saved in Your basket and Your orders when You login to Your profile and click on 'My Basket' and 'My Orders', respectively.

Payments

- 6.9 You must be 18 years of age or older to purchase Our Services and/or Products, unless You are under 18 years of age and a parent or guardian is involved in the transactions and/or provision of Services or Products.

- 6.10 You agree to pay all costs and charges related to the Services and/or Products You have ordered from Tutorlect and agree to use the correct payment facilities and processes.
- 6.11 Prices and costs may change sometimes in the normal course of business practice. However, if we change the price after You place the order, You will be expected to pay the original price and not the changed price for that order.
- 6.12 You agree that placing an order means You are obliged to pay for the Services and/or Products You have ordered.
- 6.13 The fee You pay for Sessions provided by a Tutor will be set by Tutorlect and not the Tutor.
- 6.14 All fees for Services and/or Products purchased must be paid directly to Tutorlect. All fees for Services and/or Products purchased must not be paid to any Tutor. If You pay such fees to the Tutor, this will not be honoured by Tutorlect and Tutorlect will take action to recover any such Products already appropriated by You, or a person on Your behalf, and may cease to provide any further Services to You in its discretion. You will not be entitled to a refund of any previous or future Sessions under these circumstances.
- 6.15 All fees must be paid by You in advance of Your first Session, unless otherwise agreed in writing by Tutorlect.
- 6.16 Where it has been agreed that the whole or part of the fees owed by You may be paid after the Service has begun (e.g. after the first session has been completed) and You do not settle the payment(s) by the agreed time, We reserve the right in Our discretion to charge interest at 8% above the Bank of England base rate, which changes from time to time. This clause will apply regardless of whether You are acting as a consumer or a business. We will send you a separate invoice detailing the interest owed by You if these circumstances apply.
- 6.17 Tutorlect will send You appropriate invoices and deal with any issues or requests concerning Tutors.
- 6.18 Where a Tutor is more than 10 minutes late to a Session, You may request for the Session to be rescheduled at a mutually convenient time at no extra cost. Where You are more than 10 minutes late to a Session, the Tutor may proceed with the Session as planned but will not be expected to end the Session any later than originally scheduled. You will not receive a partial refund in these circumstances.

- 6.19 Where a Tutor cancels a Session, You and the Tutor will agree to reschedule the Session at a mutually convenient time, unless You have communicated that Your Session is time-sensitive at the time of booking in which case Tutorlect will endeavour to match You with an alternative Tutor so that Your Session can go ahead. If this is not possible, Tutorlect will issue a refund to You for the cancelled Session only, if You request it.
- 6.20 If You cancel a Session giving no less than 24 hours notice to Your Tutor, You and Your Tutor will agree to reschedule the Session at a mutually convenient time. If you cancel a Session giving less than 24 hours notice to Your Tutor, Your Tutor will agree to reschedule the Session at a mutually convenient time, but You will incur a fee of 50% of the cancelled Session cost. For discounted block bookings, the cost of a Session will be calculated by the total paid divided by the total number of Sessions booked, or, where it is not possible to calculate via this method, then the fee will be £20.00.

Refunds

- 6.21 Where a Tutor becomes unavailable for a Session You have booked, You and the Tutor will agree to reschedule the Session to take place at a mutually convenient time. If the Tutor becomes permanently unavailable for one or more Sessions, Tutorlect will assign a different Tutor to You. If no other Tutor is available to be assigned, Tutorlect will refund You the fees for the remaining incomplete Sessions.
- 6.22 If You book multiple Sessions with a tutor, You might opt to book a discounted block of lessons ("Session Pack"). Once a Session Pack is accepted, You will be immediately debited the full amount for the Session Pack. If a Lesson Pack is not completed due to You, Tutorlect may, in its discretion, refund You for the remaining hours of incomplete Sessions or may arrange with You an alternative date/ time for the Session(s) to take place.
- 6.23 If, under the circumstances set out in clause 3.10 where Tutorlect decides to issue a refund, and the total Sessions booked was part of a discounted block, fees for the remaining incomplete Sessions would be refunded at the discounted rate, less the difference between the original rate and the discounted rate for all Sessions completed.
- 6.24 Where a Tutor has refused to carry out a Session or Sessions because You have asked the Tutor to complete homework, coursework, exams or any other summative assignment on Your or someone else's behalf, You will not be entitled to a refund.
- 6.25 Subject to clauses 6.20-6.23 of these Terms and Conditions and Your consumer rights under UK law, Tutorlect is under no obligation to issue a refund for Services or Products purchased from Tutorlect. However, Tutorlect may issue a refund in its discretion if Tutorlect deems it appropriate to do so in the circumstances.

7 CONDITIONS OF SALE OF PRODUCTS

Contract for Products

- 7.1 Your order is an offer to Tutorlect to buy the Product(s) in Your order. When You place an order to purchase a product from Tutorlect, We will send you an email confirming receipt of Your order and containing the details of Your order (“Order Confirmation Email”). The Order Confirmation Email is acknowledgement that We have received Your order and does not confirm acceptance of Your offer to buy the Product(s) ordered. We only accept Your offer and conclude the contract of sale for the Product(s) ordered by You when We dispatch the Product(s) to You and send an email confirmation to You that We have dispatched the Product(s) to You (“Dispatch Confirmation Email”). If Your order is dispatched in more than one package, You may receive a separate Dispatch Confirmation Email for each package, and each Dispatch Confirmation Email and corresponding dispatch will conclude a separate contract of sale between the Parties for the Product(s) specified in that Dispatch Confirmation Email. Your contract is with Tutorlect.

Cancellation of Product Orders

- 7.2 Without affecting Your statutory right of cancellation set out in clauses 7.4-7.8 of these Terms and Conditions, You can cancel Your order for a Product at no cost any time before We send the Dispatch Confirmation Email relating to that Product. This right to cancel does not apply to certain categories of Products and Services, including digital products or software which are not supplied in a physical format, once download or use (whichever is earlier) has begun.
- 7.3 You consent to receive sales invoices electronically. Electronic invoices will be made available in pdf format in the ‘My Account’ area of Our Website.
- 7.4 Unless one of the exceptions listed below applies, You can cancel Your order without giving any reason within 14 days from the day on which You or a third party indicated by You (other than the carrier) receives the Goods purchased (or last Good if it relates to Goods delivered separately) or from the day of the conclusion of the contract, in the case of services or digital content not supplied in a tangible medium (e.g. on a CD or DVD).
- 7.5 You must inform Us by [email](#) of Your decision to cancel Your order.
- 7.6 We will reimburse all payments received from You for the Goods purchased and will also reimburse delivery charges for the least expensive type of delivery offered by Us, no later than 14 days from the day on which We received the Goods back. We will use the same means of payment as You used for the initial transaction unless You have expressly agreed otherwise. In any event, You will not incur any fees as a result of such

reimbursement. We may withhold reimbursement until We have received the Goods back or You have supplied evidence of having sent back the Goods, whichever is the earliest.

7.7 Note that you must send back the Goods to Us no later than 14 days from the day on which You communicate Your cancellation. You will have to bear the direct cost of returning these Goods. You may be liable if the value of the Goods returned diminishes due to the handling of the Goods.

7.8 The right of cancellation does not apply to:

- Sessions provided by Tutorlect or Tutors or any other Services provided by Tutorlect;
- the delivery of sealed audio or video recordings or of sealed software if unsealed by You after delivery;
- the supply of Goods made to your specifications or clearly personalised;
- a service if Tutorlect has fully performed it and You accepted when you placed Your order that We could start to deliver it, and that You could not cancel it once delivery had started;
- the supply of digital content (including apps, digital software, ebooks, MP3, digital files, asynchronous online courses, etc) which is not supplied on a tangible medium (e.g. on a CD or DVD) if You accepted when You placed your order that We could start to deliver it, and that You could not cancel it once delivery had started; and
- the delivery of journals or magazines, with the exception of subscription contracts for the supply of such publications.

Prices and Availability of Products

7.9 We list availability information for Products sold by Us on Our Website. Beyond what We say on the Website, We cannot be more specific about availability. As We process Your order, We will inform You by email as soon as possible if any Products You order turn out to be unavailable and You will not be charged for those Products.

7.10 Please note that unless otherwise stated on the Website, delivery times are not guaranteed and should not be relied upon as such.

7.11 Despite Our best efforts, a small number of the items in Our catalogue may be mispriced. We will verify pricing when processing Your order and before We take payment. If We have made a mistake and a Product's correct price is higher than the price on the Website, We may either contact You before dispatch to request whether You want to buy the product at the correct price or cancel Your order. If a Product's

correct price is lower than Our stated price, we will charge the lower amount and send You the Product.

8 LAWFUL PURPOSES

8.1 You may use Our Website for lawful purposes only. You agree to be financially responsible for all purchases made by You or someone acting for You through the Website. You agree to use the Website and to purchase our Services and/or Products through the Website for legitimate purposes only.

8.2 You must not post or transmit any material which violates or infringes the rights of others through Our Website, or which is threatening, abusive, racist, offensive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages behaviour that that would be a criminal offence, give rise to civil liability, or otherwise violate any law.

9 PRIVACY POLICY

9.1 Tutorlect, in its capacity as data controller, attaches great importance to the protection and respect of Your privacy. The Privacy Policy, which is accessible from the footer of every Tutorlect webpage, forms part of these Terms and Conditions.

9.2 The Privacy Policy is intended to inform you of our practices regarding the collection, use and sharing of information that you provide to Us through Our Website. It also includes Our policy on the use of cookies.

10 INTELLECTUAL PROPERTY

10.1 This Website and its content are the copyright of Tutorlect.

10.2 Any redistribution or reproduction of part or all of the contents of this Website in any form is prohibited other than the following:

- You may print or download to a local hard disk extracts for Your personal and non-commercial use only; and
- You may copy the content to individual third parties for their personal use, but only if You acknowledge the Website as the source of the material.

10.3 You may not, except with our express permission, distribute or commercially exploit the content of this Website, including, but not limited to, its graphics, logos, page headers, scripts and service names. You may not transmit or store the content of this Website in any other website or other form of electronic retrieval system.

- 10.4 Tutorlect's name, logo and branding may neither be used in connection with any product or service that is not Tutorlect's, nor in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Tutorlect.

11 LIABILITY AND DISCLAIMERS

- 11.1 We do not guarantee that Your use of our Services will be uninterrupted, timely, secure or error-free and do not accept liability for any loss arising therefrom.
- 11.2 This Website is maintained by Tutorlect and is updated on a regular basis. The information and any commentary on the law contained on this Website is provided for information purposes only. While we attempt to keep all information on the Website up to date and correct, Tutorlect takes no responsibility for incorrect, incomplete, or out-of-date information, or for the consequences of any reliance upon such information.
- 11.3 We will not be liable for any delay in the provision of our Services resulting from Your failure or delay in complying with any of the provisions of these Terms and Conditions.
- 11.4 We will not be liable for any loss or corruption of any data, database, or software.
- 11.5 Subject to GDPR and the Data Protection Act 2018, if applicable, We will not be liable for any data breach or data protection losses that were contributed to or caused by You.
- 11.6 Although any emails and attachments sent by Us are believed to be free of any virus, it is the responsibility of the recipient to ensure that they are virus free. No responsibility is accepted by Tutorlect for any loss or damage from receipt or use thereof.
- 11.7 Please be aware of the risks of cybercrime, particularly that emails can be intercepted and scammed. Tutorlect's bank account details will not change during the course of a transaction. Any email or phone call received about a change in our bank details or requesting Your bank details should be treated suspiciously, as should any otherwise suspicious or unusual email that appears to be from Us. If You receive such an email or phone call, You should contact Us by telephone or email to hello@tutorlect.com to verify the communication. Tutorlect will not be liable if You, or a person on Your behalf, transfer(s) funds into an incorrect bank account.
- 11.8 We do not guarantee results or outcomes that may be obtained from the use of Our Services and do not accept liability for any loss whatsoever (financial or otherwise) arising therefrom. The Client will not be entitled to a refund on this basis.

- 11.9 Unless expressly indicated otherwise, Tutorlect is not the manufacturer of the products sold on this Website. Tutorlect accepts no liability for inaccuracies or misstatements about Products by manufacturers or other third parties. This does not affect your statutory rights.
- 11.10 We will not be liable for any loss of profits, income, revenue, use, production, or anticipated savings or earnings You or any third party may have suffered prior to, during or after using Our Services.
- 11.11 We will not be liable for any loss of business, contracts, or commercial opportunities You may have suffered prior to, during or after using Our Services.
- 11.12 We provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and We do not warrant the offerings of, any of these businesses or individuals or the content of their websites. Tutorlect does not assume any responsibility or liability for the actions, product, services and content of all of these or any other third parties.
- 11.13 Where an event beyond Our reasonable control, known as a force majeure event, gives rise to a failure or delay in either Party performing its obligations in accordance with these Terms and Conditions (other than obligations to make payment), those obligations will be suspended for the duration of the force majeure event. Examples of such events and circumstances, but not limited to, include fire, flood and other acts of God, strikes, trade disputes, lockouts, restrictions of imports or exports, riots, accidents, disruption to energy supplies, lockdowns, pandemics, civil commotion, acts of terrorism or war.
- 11.14 Neither Party will be liable for any losses arising out of a force majeure.
- 11.15 Neither Party will be liable for any contractual damages suffered by the other party that are remote or speculative or that could not have reasonably been foreseen when You commenced using Our Services.
- 11.16 It is Your responsibility to ensure that adequate adult supervision, if appropriate, is in place during Sessions and We accept no liability for any loss or harm resulting in Your failure to do so. We do not accept any liability for any loss, harm or consequence arising from any breach (wilful or otherwise) by You of Our Safeguarding Policy.
- 11.17 In no case will We, Our Tutors, or Our representatives be liable for indirect, incidental, consequential or any other remedies as a result of using Our Services or by any other third parties. Additionally, We are not liable for damages or remedies for Website failure, error, omission, attack by hackers or pirates, interruption, delay in operation

or transmission of videos, computer virus, or system failure; third-party theft of, destruction of or unauthorised access or alteration or use of Your information or personal data (subject to GDPR or the Data Protection Act 2018, if applicable), whether We were negligent or not.

- 11.18 While we take great care in vetting Out Tutors and verifying Our Tutor’s background and experience, We are not responsible or liable for any claims concerning any qualifications or documents given by Tutors which later turn out to be inaccurate, misrepresentations or forgeries.
- 11.19 We will not be liable in any way for any claims by You arising out of or related to Our Tutors. Out Tutors are not Our employees and we will not be vicariously liable for their acts or omissions.
- 11.20 We do not guarantee any mark, grade, result or outcome and will not be liable for any loss or harm whatsoever arising from the same.

Payment for loss or damage

- 11.21 You agree to indemnify or pay Us for any losses, damage, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, lawyer’s fees, arising from any breach by You of any of these Terms and Conditions. You will provide Us with any help that We might ask for in connection with any such defence without any charge including, without limitation, giving Us such information, documents, records, and reasonable access as We see necessary. You will not resolve any third-party claim or reject any defence without Our previous written permission.

12 MISCELLANEOUS PROVISIONS

Whole Agreement

- 12.1 These Terms and Conditions, including the Privacy Policy, are the whole agreement between Tutorlect and You and cancel all other verbal or written understandings concerning this agreement which were made outside this agreement.

Invalid Clauses

- 12.2 If an appropriate court or arbitrator deems that a provision in these Terms and Conditions is invalid, void, or for any reason unenforceable, that provision will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

Headings

- 12.3 The subject headings of the paragraphs and subparagraphs of these Terms and Conditions are included for convenience only. They do not affect the construction or interpretation of any of its provisions.
- 12.4 Words in the singular and plural are taken as interchangeable and therefore referring to the same.

Waiver

- 12.5 No breach of any provision of these Terms and Conditions will be waived except with the express written consent of the Party not in breach.
- 12.6 If we do not take action because You have breached a provision in these Terms and Conditions, it does not mean that We will not be able to use Our rights in any other situation where You breach these Terms and Conditions or other legal responsibilities or duties you have to Us.

Third Parties

- 12.7 These Terms and Conditions or any clause in these Terms and Conditions cannot be assigned, delegated, sub-licensed, or transferred by either party unless the other party has given that party written consent.
- 12.8 These Terms and Conditions which form the agreement between You and Tutorlect are made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind, or agree to any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

Accessibility

- 12.9 We are committed to making sure this Website is as accessible and usable as possible. If you experience any difficulties accessing the Website please contact it@tutorlect.com.
- 12.10 We are happy to make reasonable adjustments to Our practices and facilities in order to improve accessibility for those with disabilities or special requirements. We are also happy to provide information on our Website in an alternative format. Please [contact Us](#) in order to arrange this.

13 COMPLAINTS PROCEDURE

Informal Stage

- 13.1 If You have a complaint, You should contact Denise Chew at Tutorlect by email: denise@tutorlect.com in the first instance with the nature of Your complaint.
- 13.2 An attempt to resolve this complaint informally will be made and may include the arrangement of a meeting with You (“Informal Stage”).
- 13.3 Tutorlect will respond to a complaint as soon as is practical and the above-described meeting with You should be arranged within 5 working days of that response. If the complaint is resolved at the Informal Stage, no further action is required.

Formal Stage

- 13.4 If You are not satisfied with the Informal Stage response to the complaint, You should register Your wish to have a formal hearing (“Formal Stage”) with a Tutorlect Partner within 5 working days of the conclusion of the Informal Stage.
- 13.5 The Tutorlect Partner will act as the investigating officer and will arrange to meet with You normally within 10 working days. You can be accompanied by a friend or representative, provided that We are notified of the associate in advance of the meeting. The Tutorlect Partner would normally be accompanied by a clerk to take notes. Recordings of meetings will not be allowed. Copies of notes taken by the clerk will be forwarded to You as soon as possible and normally within 5 working days.
- 13.6 Where relevant, the person complained about also has the right to be heard at a separate meeting and they too can be accompanied, provided Tutorlect is notified of the associate in advance of that meeting.
- 13.7 As the investigating officer, the Tutorlect Partner will carry out any necessary investigation in an attempt to resolve the complaint normally within 10 working days, if at all possible. If You accept the resolution of complaint at the Formal Stage, then no further action will be necessary.
- 13.8 When the investigating office has concluded making their findings and recommendations, a copy of the findings and recommendations is provided to You and, where relevant, the person complained about. There is no right of appeal following this Formal Stage.
- 13.9 A written record of all formal complaints, whether or not they are resolved following Our formal procedure; and action taken by Tutorlect as a result of those complaints; and correspondence, statements and records relating to individual complaints are to

be kept confidential except where a legally appropriate authority requires access to them.

Complaints from Persons External to Tutorlect

13.10 If We receive a complaint from a member of the public or group, the Informal Stage of the process will be used. In the event of the complaint not being resolved, the matter will be referred to a Tutorlect Partner for a final determination. There is no right of appeal.

Unreasonable Complaints

13.11 We are committed to dealing with all complaints fairly and impartially, and to providing a high quality service to those who complain. We will not normally limit the contact complainants have with us. However, we do not expect our Tutors and staff to tolerate unacceptable behaviour and will take action to protect them from such behaviour, including that which is abusive, offensive or threatening.

13.12 A complaint may be regarded as unreasonable when the person making the complaint:

- refuses to articulate their complaint or specify the grounds of a complaint or the outcomes sought by raising the complaint, despite offers of assistance;
- refuses to co-operate with the complaints investigation process while still wishing their complaint to be resolved;
- refuses to accept that certain issues are not within the scope of a complaints procedure;
- insists on the complaint being dealt with in ways which are incompatible with the adopted complaints procedure or with good practice;
- introduces trivial or irrelevant information which the complainant expects to be taken into account and commented on, or raises large numbers of detailed but unimportant questions, and insists they are fully answered, often immediately and to their own timescales;
- makes unjustified complaints about Tutorlect Partners or Tutors who are trying to deal with the issues, and seeks to have them replaced;
- changes the basis of the complaint as the investigation proceeds;
- seeks an unrealistic outcome;
- repeatedly makes the same complaint despite previous investigations or responses concluding that the complaint is groundless or has been addressed;
- refuses to accept the findings of the investigation into a complaint where Our complaint procedure has been fully and properly implemented and concluded;

- makes excessive demands on Our time by frequent, lengthy, complicated and stressful contact with Our Tutors or staff regarding the complaint in person, in writing, by email and by telephone while the complaint is being dealt with.

13.13 A complaint may also be considered unreasonable if the person making the complaint does so maliciously; aggressively; using threats, intimidation or violence; using abusive, offensive or discriminatory language; knowing it to be false; using falsified information; and/or publishing unacceptable information in a variety of media such as in social media, websites and newspapers.

13.14 Whenever possible, a Tutorlect Partner will discuss any concerns with the complainant informally before applying them with an 'unreasonable' status. If the unreasonable behaviour continues, the Director will write to the complainant explaining that their behaviour is unreasonable and requesting that they change it.

13.15 In response to any serious incident of aggression or violence, the concerns and actions taken will be put in writing immediately and the police informed. This may include banning an individual from ever contacting or associating with Tutorlect.

Barring Persons from Associating with Tutorlect

13.16 Although fulfilling a public function, Tutorlect remains a private business. The public has no automatic right to work or associate with Us. We will therefore act to ensure that our systems and procedures operate in a manner that is safe for Our Tutors, staff, families and other members of Our community.

13.17 If any person's behaviour is a cause for concern, We can inform that person that they are barred from working with Us. In serious cases, we will notify them of this in writing and, when We feel it is necessary, We will also contact relevant authorities, including taking court action. Although any barring a person would be deemed permanent, anyone wishing to complain about being barred can do so, by email, to a Tutorlect Partner. Once Our complaints procedure has been completed, however, there is no right of appeal and the only remaining avenue of appeal is through the courts; independent legal advice must therefore be sought.

14 APPLICABLE LAW

14.1 You agree that any dispute or claim arising out of this Agreement or in connection with its subject matter or formation, including non-contractual disputes or claims, will be governed and interpreted according to the laws of England and Wales. You also agree that English courts have exclusive jurisdiction except for negotiation and

mediation resolution which may be used as an option before court action if both Parties agree. If You would like to bring a matter to Our attention, please [contact Us](#).

15 OUR CONTACT DETAILS

15.1 Our contact details can be found on the 'Contact Us' webpage of Our Website. They are:

- Email: hello@tutorlect.com
- Phone: 03333390075
- Mobile/ WhatsApp: 07874803773