

# Terms & Conditions – Tutors Point Ltd

**Effective Date:** [Insert Date]

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## 1. Overview

Tutors Point is modeled after UK platforms like MyTutor. We facilitate live, 1-to-1 tutoring via integrated video (e.g., ZEGOCLOUD). By using our site, you agree to these Terms.

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## 2. Accounts & Verification

- **Students/Parents:** provide accurate details; minors need guardian oversight.
  - **Tutors:** must verify identity/qualifications, pass DBS or equivalent (if tutoring minors), and agree to AI-monitoring and screenshot policies.
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## 3. Booking, Payment & Pricing

- Book lessons through the platform.
  - Flat rates: **£15/hr (junior) · £20/hr (GCSE) · £25/hr (A-Level)**.
  - Payments via Stripe; must be received before lesson start.
  - Tutors Point remits tutor payments after deducting any platform fees.
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## 4. Cancellation & Refund Policy

- Full refund if cancelled before **24 hours** of the booked session.
  - No refund within 24 hours unless tutor fails to attend — in which case you get a full refund.
  - **First lesson satisfaction guarantee:** refundable if not satisfied.
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## 5. Live Monitoring

- Sessions are **monitored in real time** by AI word detection.
  - **Screenshots every 3 seconds** are captured and immediately discarded unless flagged for review.
  - This is legal and consented to by all users when they join a session.
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## 6. Recording & Materials

- Sessions may be recorded for progress tracking; recordings deleted in 7 days.
  - Tutors retain IP on their original materials but grant students access for session purposes.
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## 7. Conduct Rules

- Respect is mandatory.
  - No sharing of private contact info.
  - Misconduct or breach of policy may result in warning, suspension, or permanent ban.
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## 8. Disclaimers & Liabilities

- Tutors Point is a facilitator, not liable for student performance.
  - Maximum liability is limited to fees paid.
  - No indirect, special, or consequential damages.
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## 9. Safeguarding

- Tutors must undergo necessary background checks.
  - Recordings and screenshots support safeguarding compliance.
  - Report any safeguarding concerns to [safeguarding@Tutors Point.co.uk](mailto:safeguarding@Tutors Point.co.uk).
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## 10. Termination

We may terminate accounts for breaches, fraud, or policy violations with no refund.

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## 11. Intellectual Property

- Site content: owned by Tutors Point.
  - Tutor content: owned by tutor; licensed to students for educational use.
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## 12. Governing Law

These Terms are governed by **England & Wales law**. Disputes go to courts there.

## Tutor Agreement

**This Agreement** is made on [Date] between:

**TutorsPoint Ltd**, a company registered in England and Wales

(Company No: [Insert]) with its registered office at [Insert Address] (“the Company”);  
and

**[Tutor Name]**, residing at [Tutor Address] (“the Tutor”).

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### 1. Engagement

1.1 The Company engages the Tutor as an **independent contractor** to provide online tutoring services via the TutorsPoint platform.

1.2 Nothing in this Agreement creates an employment relationship, partnership, or agency between the parties.

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### 2. Services

2.1 The Tutor shall deliver 1-to-1 online tutoring sessions in [Subject(s)] at the times booked by students via the platform.

2.2 The Tutor agrees to:

- Prepare and deliver lessons professionally;
  - Use only the platform-approved tools (e.g., ZEGOCLOUD video, whiteboard, monitoring systems);
  - Refrain from sharing personal contact details (phone, email, social media) with students or parents;
  - Maintain safeguarding standards at all times.
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### 3. Safeguarding & Conduct

3.1 Tutors must maintain high ethical and professional standards.

3.2 Tutors working with under-18s must comply with safeguarding procedures.

- UK-based tutors: valid **DBS check** required.
- Overseas tutors: valid **Criminal Record Certificate / Police Clearance / Character Certificate** from the relevant authority.

3.3 Sessions are subject to **AI monitoring** (word scanning + automated screenshots every 3 seconds). By signing this Agreement, the Tutor consents to such monitoring.

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## 4. Payment

- 4.1 TutorsPoint shall pay the Tutor a fixed hourly rate of **£[Rate] per hour** for each completed lesson.
- 4.2 Payments will be made monthly in arrears to the Tutor's nominated bank account (or payment service such as Wise/Payoneer).
- 4.3 Tutors are responsible for paying all applicable **taxes in their own country**. TutorsPoint shall not deduct PAYE, NI, or similar contributions.

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## 5. Cancellations & Refunds

- 5.1 If a student cancels  $\geq 24$  hours in advance, no payment is made for that lesson.
- 5.2 If a student cancels within 24 hours, payment is due unless TutorsPoint issues a discretionary refund.
- 5.3 If the Tutor cancels or fails to attend, no payment is due and repeated failures may lead to termination.

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## 6. Lesson Recording & Data

- 6.1 At present, TutorsPoint does **not record lessons**. If lesson recording is introduced in future, recordings will be retained for max **30 days** and then automatically deleted, unless flagged for safeguarding.
- 6.2 Tutors consent to the processing of their personal data under TutorsPoint's **Privacy Policy**.

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## 7. Confidentiality

- 7.1 The Tutor agrees not to disclose any confidential information relating to TutorsPoint, students, or parents.
- 7.2 Confidentiality obligations continue after termination of this Agreement.

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## 8. Intellectual Property

- 8.1 Lesson plans, teaching materials, and resources created by the Tutor remain the Tutor's property.
- 8.2 The Tutor grants the student a limited, non-transferable license to use such materials for personal study only.
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## 9. Term & Termination

9.1 This Agreement begins on [Date] and continues until terminated.

9.2 Either party may terminate with **14 days' written notice**.

9.3 TutorsPoint may terminate immediately in cases of misconduct, safeguarding concerns, or breach of this Agreement.

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## 10. Liability

10.1 The Tutor shall perform services to a professional standard but does not guarantee exam outcomes.

10.2 TutorsPoint's liability is limited to amounts paid for lessons.

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## 11. Governing Law

11.1 This Agreement is governed by the laws of **England and Wales**.

11.2 Disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Managing Director

Tutorspoint.co.uk

## **Safeguarding Policy – TutorsPoint Ltd**

**Effective Date:** Date of email received

TutorsPoint Ltd is committed to ensuring the safety and welfare of children and young people using our services. Safeguarding is central to our mission.

### **1. Tutor Vetting**

- **UK Tutors:** must hold a valid **DBS certificate**.
- **Overseas Tutors:** must provide a **Criminal Record Certificate / Police Clearance / Character Certificate** issued by the relevant national authority.
- Verification is compulsory before onboarding.

### **2. Live Session Monitoring**

- All lessons are conducted via **ZEGOCLOUD** with built-in AI safeguards.
- **Real-time word scanning** flags inappropriate or unsafe language.
- **Automated screenshots every 3 seconds** are reviewed by AI for safeguarding breaches. If no issue is detected, screenshots are immediately deleted.

### **3. Lesson Recording**

- **Currently not in place** due to cost constraints.
- If recording is introduced in future: retention = **30 days**, then auto-deletion.

### **4. Parental Consent & Responsibility**

- Students under 18 require parental consent.
- Parents are encouraged to supervise younger learners during online lessons.

### **5. Reporting Concerns**

Concerns must be reported to:

 [safeguarding@tutorspoint.co.uk](mailto:safeguarding@tutorspoint.co.uk)

TutorsPoint will escalate safeguarding concerns to UK or international authorities where necessary.

### **6. Zero Tolerance**

TutorsPoint has a **zero-tolerance policy** for abuse, exploitation, or harassment. Breaches will result in immediate termination and possible referral to authorities.

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## Refund & Cancellation Policy – TutorsPoint Ltd

**Effective Date:** Date of email received

At TutorsPoint, fairness and transparency are fundamental.

### 1. Student Cancellations

- **≥24 hours notice** → full refund.
- **<24 hours notice** → no refund, unless exceptional circumstances.

### 2. Tutor Cancellations

- If a tutor cancels, students will receive a **full refund** or free rescheduling.

### 3. First Lesson Guarantee

- If you are unsatisfied with your **first paid lesson**, you are entitled to a full refund.

### 4. Technical Issues

- If a session fails due to **TutorsPoint's systems**, a refund or reschedule will be offered.
- No refunds for issues caused by student internet/device problems.

### 5. Refund Process

- Refunds are processed via **Stripe** or **Apple Pay** (depending on original payment method).
- Processing time: typically **5–10 working days**.

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## Cookie Policy – TutorsPoint Ltd

**Effective Date:** Date of email received

TutorsPoint uses cookies to provide the best possible experience.

### 1. What Are Cookies?

Cookies are small files stored on your device to help our website function effectively.

### 2. Types of Cookies We Use

- **Strictly Necessary Cookies** – essential for logins, bookings, and payments.
- **Performance Cookies** – to measure and improve website functionality.
- **Functional Cookies** – to remember user preferences.

- **Analytics Cookies** – anonymised tracking of user behaviour.
- **Marketing Cookies** – only used with explicit consent.

### 3. Managing Cookies

- Manage via our **cookie banner** or your browser settings.
- Disabling cookies may reduce functionality of the platform.

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### Legal Pack Setup for Your Website

👉 In your **footer**, you should have a **Legal section** like this (mirroring MyTutor):

- Terms & Conditions
- Privacy Policy
- Safeguarding Policy
- Refund & Cancellation Policy
- Cookie Policy

This separation makes it clear, parent-friendly, and ICO-compliant.