

TERMS & CONDITIONS OF USE

1. Introduction

- 1.1 Sterling Study was founded by education-focused entrepreneurs with the aim of providing educational support for children in a digital learning environment. We do this by hosting the Platform, facilitating the Lesson booking process for Students as well as payment for Lessons via our payment services provider (**PSP**).
- 1.2 These Terms constitute a contract between all users of the Platform and/or our Services (**you**) and Sterling Study. Your use of our Platform is subject to these Terms and by using the Platform you agree to be bound by them. If you do not agree to these Terms, you must not use our Platform.
- 1.3 In order to enter into the Terms, you must be of at least 18 years of age. If you are under 18, and you wish to be a Student, you must ask your parent or guardian to sign up to our Platform on your behalf.

2. Definitions:

Consumer means an individual acting for purposes which are wholly or mainly outside his or her trade, business, craft or profession.

Distance Contract means a contract concluded between a business and a Consumer under an organised distance sales or service-provision scheme without the simultaneous physical presence of the business and the Consumer, with the exclusive use of one or more means of distance communication up to and including the time at which the Tutoring Services Contract is concluded.

Lesson means a meeting between a Student and a Tutor conducted digitally.

Order means the Student's initial commitment to a Lesson or series of Lessons, submitted following the step by step process set out on the Platform or as otherwise agreed between the parties ('**Ordering**' and '**Ordered**' shall be construed accordingly).

Platform means 'Sterling Study' online platform which includes its proprietary domain: <https://www.sterlingstudy.co.uk> and all sub domains the web-app associated with that domain as well as any mobile or tablet application operated by Sterling Study.

Platform Services means the services provided by Sterling Study to Students as defined in Clause 1.1.

Sterling Study/ 'we' 'us' 'our' means the company that provides the Services and maintains this Platform being Sterling Study Limited, a company registered in England with UK company registration number: 12698501, having its registered office at 88a George Lane, London, E18-1JJ.

Students means all recipients of the Tutoring Services.

Terms means these Terms and Conditions.

Tutor means one of our approved, qualified teachers that Students may engage for Tutoring Services via the Platform.

Tutor Services Fee means any costs incurred by Students for Tutoring Services via the Platform and payable to us in accordance with these Terms.

Tutoring Services means the education services provided by the Tutor to the Student.

Tutoring Services Contract means the binding agreement between Sterling Study and the Student for the booking of Lessons via the Platform.

3. Orders

- 3.1 To Order any Tutoring Services, we will allocate you a Tutor who is available on the Platform and you will be invited to book a Lesson.
- 3.2 The description of the Platform Services is as stated on the Platform, marketing e-mails or any other form of advertisement provided by the us. Any description is for illustrative purposes only.
- 3.3 We reserve the right to make beneficial changes to the Platform Services. This could be to comply with any applicable law, regulation or safety requirements, or to implement minor technical adjustments and improvements, for example to optimise your user experience.
- 3.4 We are not legally obliged to provide any stationery, t-shirts or additional equipment to any Student.

4 Account Registration

- 4.1 Before Ordering Tutoring Services through the Platform, you will be required to register for an account via the Platform. You remain responsible for all actions and security in relation to your account.
- 4.2 If you wish to register for an account, you must signify agreement with the Privacy & Cookies Policy and these Terms. You will also be required to submit details, which depending on the Order you have made may include:
 - your name;
 - the name of the Student;
 - the date of birth of the Student;
 - details of the Student's educational needs;
 - contact e-mail address, phone number; and
 - home address for sending homework.
- 4.3 We may contact you by using e-mail or other communication methods and you expressly agree to this.
- 4.4 By booking a Lesson with a Tutor you consent to the personal information of the Student being shared with that Tutor. Once this information has been passed directly on to the Tutor, the Tutor may contact you and the Student via the Platform with information that relates to the Lesson(s).
- 4.5 We retain and use all information strictly under the Privacy & Cookies Policy.

5 Basis of the Tutor Services Contract

- 5.1 The description of the Tutoring Services on our Platform does not constitute a contractual offer on behalf of the Tutor to provide any Tutoring Services to you. When an Order has been submitted on the Platform, we can reject it for any reason, although we will try to tell you the reason without delay. In such an instance, if payment has already been taken, we will refund you in full.
- 5.2 The Order process is set out on the Platform. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
- 5.3 The Tutor Services Contract will be formed for the Lessons you have Ordered when you receive an email from us confirming the Order (**Order Confirmation**). You must ensure that the Order Confirmation is complete and accurate and inform us immediately of any errors. We are not responsible for any inaccuracies in the Order placed by you. By placing an Order, you agree to us giving you confirmation of the Tutoring Services Contract by means of an email with all information in it (i.e. the Order Confirmation).
- 5.4 You will receive the Order Confirmation within a reasonable time after making the Tutor Services Contract, but in any event not later than the commencement of your Lesson with a Tutor.

6 Tutor Services Fee

- 6.1 The price of the Tutor Services Fee are those set out on the relevant Platform on the date of the Order.
- 6.2 You will be required to pay the Tutor Services Fee within seven (7) days of receipt of an invoice from us either using our online checkout service on the Platform via a PSP by submitting your credit or debit card details or by making a BACS transfer to a bank account which we nominate on the invoice.
- 6.3 Prices and charges exclude VAT at the rate applicable at the time of the Order.
- 6.4 We reserve the right to charge interest on any amounts outstanding beyond the due date on the invoice date at the rate of 4% above the base rate of the Bank of England.
- 6.5 Our preferred currency is GBP. If Tutor Services Fee are not received in in GBP, the conversion is performed by the PSP or our bank. We are not responsible for any exchange rate rates or charges levied by any PSP or bank for such conversion.

7 Cancellation

Right to cancel the Tutor Services Contract

- 7.1 Any Tutor Services Contract is a Distance Contract which is subject to the cancellation rights (**Cancellation Rights**) set out below. If you are a Consumer, you can cancel the Order for Tutoring Services by telling us before the Tutor Services Contract is completed i.e. prior to receipt of the Order Confirmation or within 14 days of Ordering the Services (the "**Cooling-off Period**"), if you simply wish to change your mind and without giving us a reason and we will issue you with a full refund.

- 7.2 To exercise the right to cancel the Tutor Services Contract, you must inform us of your decision to cancel by a clear written statement via [e-mail](#) or SMS message to +447512893225. We will then communicate to you an acknowledgement of receipt of such cancellation in a Durable Medium (for example by email) without delay.
- 7.3 These Cancellation Rights change if a Student has already begun receiving the Tutoring Services, and either had a Lesson with a Tutor when you cancelled, or you have remaining Lessons in respect of which you have already paid the Tutor Services Fee as follows:
- 7.3.1 Should you request cancellation of remaining Tutoring Services within the Cooling-off Period you shall be entitled to a refund, less the value of the Tutoring Services that have already been performed by the Tutor up to and including the date which you give notice; or
- 7.3.2 If the entirety of the Tutoring Services have already been performed during the Cooling-off Period, you will have no right to cancellation or a refund.
- 7.4 We may end the Tutor Services Contract at any time by writing to you if you commit a breach of these Terms or you demonstrate a pattern of behaviour which in our sole opinion is likely to cause damage to us, our staff or our reputation.
- 7.5 If we end the Tutor Services Contract in the situations set out in Clause 7.4, we may deduct or charge you reasonable compensation for the net costs we will incur as a result of you breaching the Tutor Services Contract.

Timing of reimbursement

- 7.6 If a reimbursement is due under this Clause, we will make the reimbursement without undue delay and in any event, not later than 14 days after the day we receive your cancellation notice.
- 7.7 We will make the reimbursement using 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 the reimbursement.

Lesson Rescheduling

- 7.8 If you wish to reschedule a specific Lesson after the Tutoring Services Contract is made and beyond the Cooling-off Period, you will incur a cancellation fee chargeable at our discretion. The rescheduling fees are as follows:

Notice prior to a scheduled Lesson)	Rescheduling Fee (in respect of a scheduled Lesson)
Less than 24 hours	100% of the Fees payable
More than 24 hours	No charge

- 7.9 You will only be permitted to reschedule a Lesson once. If a Student cannot attend the rescheduled Lesson, we reserve the right to claim the value of the Lesson. Multiple requests to reschedule Lessons may lead to suspension of your account.
- 7.10 If a Tutor is unable to attend a Lesson for any reason, and we cannot find a suitable replacement, we will inform you as soon as practicable and you will be entitled to a refund to the value of the Tutor Services Fee paid in respect of that Lesson.

- 7.11 However, if you become entitled to a refund under the provisions of Clause 7.10, we reserve the right, at our sole discretion, to find another Lesson slot for you and your chosen Tutor up to the value of your cancelled Lesson in order compensate you for the period during which access was denied instead of providing a monetary refund.
- 7.12 In addition to our rights under this Clause 8, should a Student fail to attend a Lesson for a period that exceeds two (2) weeks, we shall be entitled to suspend access to the Platform's learning materials to that Student.

8 Intellectual property

- 8.1 We are the owner or the licensee of all intellectual property rights in our Platform and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 8.2 "Sterling Study" is an unregistered trade mark and is legally protected by the laws of "passing off" and "unfair competition". No rights are granted to you, or any Student or any other third-parties to reproduce or use our trade mark for any purpose without prior written approval.
- 8.3 You are permitted to:
- 8.3.1 print off one copy or download extracts of any page(s) from our Platform for your personal use; and
 - 8.3.2 draw the attention of others to content on our Platform PROVIDED THAT our status (and that of any identified contributors) as the authors of content on our Platform is always acknowledged.
- 8.4 However, you must not:
- 8.4.1 modify the paper or digital copies of any materials you have printed off or downloaded in any way;
 - 8.4.2 use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text; or
 - 8.4.3 use any part of the content on our Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 8.5 If you print off, copy or download any part of our Platform in breach of these Terms, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

9 Viruses and maintenance

- 9.1 We do not warrant or guarantee that our Platform is free of errors, viruses, Trojan horses or other destructive or contaminating components or content. We provide no warranty or guarantee that our Platform is compatible with your computer equipment and are under no obligation to do so.
- 9.2 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material or event that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platform, the downloading of any content, or on any websites linked to it.
- 9.3 You are responsible for configuring your information technology, computer programmes and

platform to access our Platform. You should use your own virus protection software.

- 9.4 You must not misuse our Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform. You must not attack our Platform via a denial-of-service attack or a distributed denial-of service attack.
- 9.5 We may, from time to time, temporarily suspend the operation of our Platform with or without prior notice, either wholly or in part for repair or maintenance work or for the purposes of updating or otherwise improving its content, features or functionality.

10 Linking to our Platform

- 10.1 You may link to our Platform, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We prefer that you link to our Platform through the social media links provided.
- 10.2 You must not, without explicit permission:
- 10.2.1 establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists;
 - 10.2.2 establish a link to our Platform in any website that is not owned by you;
 - 10.2.3 frame our Platform on any other Platform, nor create a link to any part of our Platform other than the home page; or
 - 10.2.4 link from any Platform that contains fraudulent, false, misleading or deceptive information; or defamatory, libellous, obscene, pornographic, vulgar or offensive content; or promotes discrimination, racism, hatred, harassment or harm toward any third-party; or promotes violence or actions that are threatening to any third-party; or promotes illegal or harmful activities.
- 10.3 We reserve the right to withdraw linking permission without notice.

11 Third-party Links on our Platform

Where our Platform contains links to other Platforms and resources provided by third-parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked Platforms or information you may obtain from them. We have no control over the contents of those Platforms or resources.

12 Successors and our sub-contractors

- 12.1 We can transfer the benefit of these Terms to someone else, however we will remain liable to the other for its obligations under these Terms. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.
- 12.2 You may only transfer your rights or your obligations under these Terms to another person or entity if we agree to this in writing.
- 12.3 No person who is not a party to these Terms shall have any rights to enforce any of its provisions and these Terms can be varied without any third party's consent. Neither of us will need to get the agreement of any other person in order to end the Tutoring Services Contract or make any changes to these Terms.

13 Circumstances beyond the control of either party

13.1 In the event of any failure by a party because of something beyond its reasonable control:

- 13.1.1 the party will advise the other party as soon as reasonably practicable; and
- 13.1.2 the party's obligations will be suspended so far as is reasonable, PROVIDED THAT that party will act reasonably, and the party will not be liable for any failure which it could not reasonably avoid, but this will not affect your consumer rights.

14 Privacy

14.1 Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information.

14.2 These Terms should be read alongside, and are in addition to our policies, including our Privacy and Cookies Policy.

14.3 For the purposes of these Terms:

14.3.1 **'Data Protection Laws'** means any applicable law relating to the processing of Personal Data, including, but not limited to the Data Protection Act 2018 and the UK GDPR.

14.3.2 **'GDPR'** means the [UK General Data Protection Regulation](#) .

14.3.3 **'Data Controller'**, 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

14.4 We are a Data Controller of the Personal Data we Process in providing services to you.

14.5 Where you supply Personal Data to us so we can provide services to you, and we Process that Personal Data in the course of providing services to you, we will comply with our obligations imposed by the Data Protection Laws:

14.5.1 before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;

14.5.2 we will only Process Personal Data for the purposes identified;

14.5.3 we will respect your rights in relation to your Personal Data; and

14.5.4 we will implement technical and organisational measures to ensure your Personal Data is secure.

14.6 For any enquiries or complaints regarding data privacy, please [contact us](#).

15 Reliance on our Platform

15.1 The content on our Platform is provided for general information only and is not intended to amount to advice on which you should rely.

15.2 Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our Platform is accurate, complete or up to date.

16 Prohibited use

16.1 You may not use the Platform for any of the following purposes:

- 16.1.1 in any way which causes, or may cause, damage to the Platform or interferes with any other person's use or enjoyment of the Platform;
- 16.1.2 in any unlawful or fraudulent manner;
- 16.1.3 to transmit, or to procure the transmission of any unsolicited marketing materials to us;
- 16.1.4 in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order;
- 16.1.5 to gain unauthorised access to our Platform, the server on which our Platform is stored or any server, computer or database connected to our Platform; or
- 16.1.6 making, transmitting or storing electronic copies of content protected by copyright without the permission of the owner.

17 Disclaimer and Limitation of liability

17.1 Whilst we make every effort to provide Tutoring Services of the highest standard, we make no guarantee that any Student will achieve a specific result or goal as a result of the Tutoring Services provided by us and we accept no liability in the event that any Student fails to achieve in accordance with your expectations following the receipt of Tutoring Services from our Tutors. You acknowledge that the success of any Student is heavily influenced by their attitude and commitment to the Lessons and completion of any homework provided by us.

17.2 We limit our liability as follows:

- 17.2.1 If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Tutoring Services Contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Tutoring Services Contract was made, both we and you knew it might happen, for example, if you discussed it with us during the Order process.
- 17.2.2 Subject to Clause 17.2.3 below, we shall not be liable in contract or tort (including negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent) or otherwise for any loss or damage of whatsoever kind howsoever arising suffered in connection with your use of this Platform, including but not limited to: indirect and consequential losses, any economic loss, loss of revenue, loss of or damage to reputation, loss of goodwill or data or for any punitive damages, penalties, interest or costs, (including legal and professional costs and expenses) suffered in connection with the supply of the Tutoring Services. Our total liability to you for all other losses arising under or in connection with any Tutoring Services Contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total Tutoring Services Fee paid by you under the Tutoring Services Contract.
- 17.2.3 We do not exclude liability for: (i) any fraudulent act or omission; or (ii) for death or personal injury caused by negligence or breach of our other legal obligations.

17.3 This Platform and the Platform Services are provided "as is" and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

18 General

18.1 These Terms may be varied by us from time to time. Such revised terms will apply to the Platform from the date of publication. Users should check the Terms regularly to ensure familiarity with the then current version. No variation of these Terms, can be made after it has been entered into unless the variation is agreed by the Student and Sterling Study in writing and authorised by a member of our senior staff.

18.2 These Terms contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to these Terms.

18.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms and no third party will have any right to enforce or rely on any provision of these Terms.

18.4 If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

19 Governing law, jurisdiction and complaints

19.1 The Tutoring Services Contract (including any non-contractual matters) is governed by the law of England and Wales.

19.2 Disputes can be submitted to the jurisdiction of the courts of England and Wales or, where the Student lives in Scotland or Northern Ireland, in the courts of respectively Scotland or Northern Ireland.

19.3 In the event of a dispute between Students and Tutors relating to the Tutoring Services, parties must first try to resolve any complaint between them. If this is not possible, then the parties should [contact us](#) to find a solution. In such an instance, the decision of Sterling Study shall be final.