

Group Tutors Limited

20-22 Wenlock Road, London N1 7GU

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AGENCY AGREEMENT: APPLICABLE TO CLIENTS AND TUTORS

Document last updated: 1st October 2021

Once a tutoring position has been confirmed then the following terms constitute an agreement between the Client, the Tutor and the Agency. Group Tutors Ltd (the Agency) acts as an agent on behalf of the Tutor and the Client and is responsible for finding students a suitably qualified tutor. The Agency is not responsible for teaching methods, nor the content of any lessons.

WHEREAS:

At all material times the Tutor is engaged in business offering to the Client Services in relation to the provision of specialised tuition and related matters. The Agency is engaged in the business of effecting introductions of prospective Clients to the Tutor and to provide supporting Administrative Services.

The Tutor and the Client agree the following terms for the provision of the Tutor's Services to the Client.

NOW IT IS AGREED as follows:

1. DEFINITIONS

1.1 Unless the context otherwise requires, each reference in this Agreement to:

1.1.1. "this Agreement" or to any other Agreement or document referred to in this Agreement means this Agreement or such other Agreement or document as amended, varied, supplemented, modified or novated from time to time and includes any Schedules;

1.1.2 Clauses and Schedules are references to Clauses and Schedules of and to this Agreement and references to Sub-Clauses and Paragraphs are, unless otherwise stated, references to Sub-Clauses or Paragraphs of the Clause or Schedule in which the reference appears.

In this Agreement:

1.2 The clause headings do not form part of this Agreement and shall not be taken into account to assist in its interpretation;

1.3 Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires);

1.4 Any reference to any statutory provision includes a reference to any statutory modification of it;

1.5 Administrative Services means Services provided by the Agency to the Tutor for the purpose of introducing clients to the Tutor and to provide administrative services to the Tutor including but not limited to payment collection.

1.6 Agency means "Group Tutors Ltd".

1.7 Commencement Date: means the date on which this Agreement begins;

1.8 Fee: means the fee payable under this Agreement and agreed with the Agency on behalf of the Tutor in advance of tuition Services;

1.9 Locations and Premises means: the locations and premises as set out in the Schedule hereto;

1.10 Services: means the provision of the Services to be provided by the Tutor to the Client as set out in this Agreement; and

1.11 Tutor means the person providing Services to this Agreement and who is adequately skilled, trained and capable to perform the Services.

2. Appointment of the Tutor and Duration

2.1 The Client appoints the Tutor to provide the Services with effect from the Commencement Date as agreed with the Agency and Tutor.

2.2 This Agreement will continue until terminated by either party in accordance with clause 9 below.

2.3 Any time for performance of the Services shall be as agreed with the Agency and Tutor or where no time is specified within a reasonable time and time shall not be of the essence.

3. Obligations of the Tutor

3.1 The Tutor's obligation to provide the Services will be performed by the Tutor. However in some circumstances it may be necessary for the Tutor to substitute another Tutor to provide the Services. The Tutor will ensure that the substitute has the required skills and qualifications to provide the services to a required standard. If a tutor is required to hold a specific DBS check then their substitute will also be required to hold that specific DBS check. The Client is entitled to terminate this Agreement forthwith if, in the reasonable view of the Client, the substitute Tutor does not have the aforementioned skills, qualifications and experience. The Tutor will provide written notice of the substitution detailing the name of any substitute supplied to the Client at least seven (7) days before the proposed substitution.

3.2 Throughout the period of this Agreement the Tutor shall:

3.2.1 provide the Services to the Client or designate a suitable substitute;

3.2.2 use materials, techniques and standards and ensure that the Services are provided with the care, skill and diligence required in accordance with the standard practice in the Tutor's industry and in accordance with the Supply of Goods and Services Act 1982 where Services are provided to Clients acting in the capacity of a Consumer;

3.2.3 keep detailed records of all activities undertaken in connection with the provision of the Services and at the Client's reasonable request make such records available for inspection and/or provide copies thereof to the Client at the Client's expense;

3.2.4 ensure that the Tutor is available to the Client for not less than the agreed periods; or any other period that the Tutor and Client shall agree from time to time;

3.2.5 not to engage in any conduct detrimental to the interests of the Client.

4. ENVIRONMENT

It is the Client's responsibility to provide a suitable environment in which the tuition can take place. The suitability of such an environment remains at the absolute discretion of the Tutor at all times. In the case of minors it is the Client's responsibility to ensure that there is a responsible adult on the premise at all times. It is not the Tutor's responsibility to supervise minors.

5. FEES AND EXPENSES

5.1 The Tutor will charge a fee as agreed with the Client by the Agency ahead of tuition commencing for the provision of Services and may require the Client to sign an attendance sheet to verify the provision of Services on any given date.

5.2 The Client will be required to make payment to the Agency for and on behalf of the Tutor. The Client can either purchase lessons in blocks in advance or they can pay for lessons in arrears.

Advance Payments: These can be made online at the Agency's Student Zone area of the Language Machine Limited website [here](<http://www.thelanguagemachine.co.uk>) or by direct bank transfer.

Payment in Arrears: If paying for lessons in arrears, then the Client must allow the Agency to store their payment card details to enable the Agency to take payment automatically within seven days of lessons having been recorded by the Tutor on the Agency's website. Alternatively the Client must

enter into a Direct Debit agreement with the Agency allowing the Agency to charge the client soon after lessons have been recorded by the Tutor on the Agency's website.

The Client will receive a receipt/invoice from the Agency for and on behalf of the Tutor.

5.3 If the Client has made an Advance Payment for a block of lessons then the tuition course will continue even if the Client comes to the end of their pre-paid lessons, unless the Client, or the Company on the Client's behalf, gives one-week's written notice to the Tutor in writing. If required notice has not been given then it is assumed that the Client wishes to continue the tuition course at the usual agreed time slot with their Tutor.

5.4 If a Client has pre-paid for lessons but terminates their tuition course before all these lessons have been delivered by the Tutor, the Tutor will refund the balance of monies paid over less reasonable costs and expenses. Such reasonable costs and expenses may include but are not limited to; commission due to the Agency on any remaining lessons; loss of earnings incurred by the Tutor.

6. Cancellation Policy

6.1 The Tutor will agree with the Client a mutually convenient time for the provision of the Services. Should the Client wish to cancel or amend any scheduled time, the Client must contact the Tutor as soon as is practicable. In any event where a cancellation is communicated less than twenty four (24) hours before the scheduled time the Tutor reserves the right to charge the Client in full.

7. Data Protection

The Tutor and the Agency agree to comply with the provisions of the Data Protection Act 1998 in relation to the processing of data regarding the Client. The Tutor and the Agency may collect hold and process personal information about the Client for the purpose of the Tutor providing Tuition Services to the Client. See our Privacy Policy for more details.

8. Client Satisfaction

8.1 In the event that the Client is not satisfied with the Services provided by the Tutor the Client should raise a complaint in writing directly with the Tutor. The Tutor will use all reasonable

endeavours to remedy the situation. The Tutor accepts that he has a statutory responsibility to exercise all reasonable care and skill in carrying out the performance of the Services and will endeavour to provide Services to a satisfactory standard. Should it be established through the Dispute Resolution provision that the Tutor has failed to meet this standard the Tutor will be liable to refund to the Client the Fees paid for any unused lessons and the Agreement will be terminated forthwith.

9. Termination

9.1 The Client may terminate this Agreement by the giving of seven (7) days' notice in writing. If the Client fails to provide this notice this Agreement will continue until such notice is given in writing. Clients who have paid in advance for lessons should see paragraph 5.4 for important information on terminating a tuition course before all pre-paid lessons have been delivered.

9.2 Clients who are acting in the capacity as consumer are afforded additional rights in relation to termination of this Agreement as set out in the Consumer Protection (Distance Selling) Regulations 2000. Should the Client wish to exercise their right to cancel this Agreement before the commencement of Services they are required to provide seven days' notice in writing. In the event that the Services have commenced prior to the exercise of the cancellation notice the Client will be liable for Services already provided.

9.3 The Tutor may terminate this Agreement by the giving of seven (7) days notice in writing to the Client. Any monies paid over for lessons not yet delivered by the Tutor would be refunded in full if the tuition course is cancelled by the Tutor.

10. Confidentiality

Each party to the Agreement shall at all times respect confidentiality (and take reasonable steps to procure that any substitute shall respect confidentiality) and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any confidential information.

The Tutor is responsible for keeping secure and confidential all paper copies of all work completed by the Student.

11. Relationship of Parties

Nothing in this Agreement shall render the Tutor or any substitute Tutor an employee of the Client or the Agent and the Client, Agent or the Tutor shall not hold themselves out as such.

12. Force Majeure

12.1 The Tutor shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

12.2 The Tutor accepts that the Client shall not be liable for any breaches of its obligations to the Tutor under its Agreement with the Tutor resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

13. Waiver

No failure or delay by either party in exercising any of its rights under this Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

14. Severance

If any provision of this Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, this Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.

15. Entire Agreement

15.1 This Agreement contains the entire Agreement between the parties and supersedes and replaces all previous Agreements and understandings between the parties.

15.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

15.3 Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into the Agreement, and a party's only remedy is for breach of contract. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

16. Non – Assignment

This Agreement is personal to the Tutor and the Client may not assign, mortgage, charge, or sub-license any of its rights hereunder.

17. Notices and Services

All notices to be given under this Agreement by either party to the other shall be in writing and shall either be delivered personally or sent by first class prepaid post or by facsimile transmission or email and shall be deemed duly served:

17.1 All notices to be given under Sub-clause 17.1 shall be delivered to the aforementioned addresses in this Agreement or to such other address as may be notified to either party by the other party in writing from time to time.

18. Dispute Resolution

18.1 If during the term of this Agreement a dispute arises out of or in connection with the provision of Services, the Tutor and the Client shall in the first instance meet in good faith with a view to resolving the dispute.

18.2 In the event that a dispute cannot be resolved in accordance with the provisions of clause 18.1 the dispute shall be determined by the appointment of a single arbitrator to be agreed between

the parties, or failing Agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

19. Applicable Law and Jurisdiction

19.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

19.2 The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

****2) TUTOR AGREEMENT: APPLICABLE TO TUTORS****

WHEREAS:

The Agency and the Tutor have agreed the following terms for the provision of the Agency's Services to the Tutor.

NOW IT IS AGREED as follows:

****1. DEFINITIONS****

In this Agreement:

1.1 Any reference to any statutory provision includes a reference to any statutory modification of it;

1.2 Client means any individual or organisation or intermediary third party to whom the Tutor supplies Services to;

1.3 Commencement Date: means the date on which this Agreement begins;

1.4 Confidential Information: means information relating to the business, finances, commercial activities, products, or affairs of the Agency and Tutor, confidential to it (or them) or treated by it (or them) as such and trade secrets relating to the business of the Agency or Tutor or any of its customers. Confidential Information includes (by way of example only and without limitation) technical data, know-how, financial information, marketing strategies, password and security information;

1.5 Fee: means the fee payable under this Agreement as agreed between the Agency and the Tutor;

1.6 Services: means the provision of the Services to be provided by the Agency as set out in this Agreement;

1.7 Substitute Tutor means the person who is party to this Agreement and who is adequately skilled, trained and capable to perform the Tuition Services;

1.8 The clause headings do not form part of this Agreement and shall not be taken into account to assist in its interpretation;

1.9 Tuition Services: means the Services to be provided by the Tutor to his/her Client; and

1.10 Words importing one gender include both genders and words importing the singular include the plural and vice versa (unless the context otherwise requires);

****2. THE SERVICES****

2.1 The Agency is a business that supplies Services to Tutors for the purposes of identifying Clients and providing administrative Services. The Agency shall have no obligation to supply any minimum number of Client contacts or any minimum number of hours of Tuition Services to the Tutor. It shall be entirely within the discretion of the Agency whether they have suitable Client contacts to supply to the Tutor.

2.2 Prior to the first introduction, the Tutor will receive a welcome pack and should familiarise themselves with this before accepting their first Tuition role. A guide will be supplied to identify how the Agency's Services will operate and how to access and use the online tutor area.

2.3 For the avoidance of doubt once a Tutor has agreed to provide Tuition Services to a Client then the Tutor enters into a contractual relationship with the Client as detailed in the Agency Agreement above.

****3. TUTOR OBLIGATIONS****

The Tutor agrees as follows:-

3.1 Not to engage in any conduct detrimental to the interests of the Agency or Client which includes any conduct tending to bring the Agency or the Client into disrepute;

3.2 The Tutor shall have complete autonomy over the method used in executing and delivering the Tuition Services. It is agreed that no other party shall have the right to supervise, direct or control the Tutor as to how the Services are performed; Prior to accepting a Client introduced by the Agency, the Tutor should ensure they are equipped with materials, techniques and standards in order to provide the Services with the care, skill and diligence required in accordance with the standard practice in the Tutor's industry and in accordance with the Supply of Goods and Services Act 1982 where Services are provided to Clients acting in the capacity of a Consumer;

3.3 The Agency and the Tutor acknowledge that it is intended that the Tutor is a self-employed person. Nothing in this Agreement shall render the Tutor an employee, agent or partner of the Agency or Client, and the Tutor will not hold himself or herself out as such;

3.4 For the avoidance of doubt, as a self-employed person, the Tutor is not entitled to any benefits provided to the Agency's employees, including for example paid holidays, private medical insurance, pension, sick pay, season ticket loan, life assurance, permanent health insurance, the opportunity to participate in any savings related share option plan or any other fringe benefits provided by the Agency; and

3.5 For the avoidance of doubt the Tutor will be solely liable for the payment of any tax or social security contributions payable on any fees or expenses paid to the Tutor by the Client arising in consequence of this Agreement and collected by the Agency.

3.6 The Tutor may substitute the provision of the Tuition Services. However the Tutor should ensure that any substitute Tutor has the required skills, qualifications and resources to provide the Tuition Services to the required standard. In particular if the Tutor is required to hold a valid DBS check then the substitute must also hold a valid DBS check. The Tutor acknowledges that the Client has the right to refuse to accept any substitute or third party if, in the reasonable view of the Client, they do not have the aforementioned skills, qualifications and experience. The Tutor should also provide written notice of the substitution detailing the name of any substitute supplied to both the Client and the Agency at least seven (7) days prior to the proposed substitution.

3.7 Where the Tutor provides a substitute or sub-contracts all or part of the Tuition Services pursuant to clause 3.6 above, the Tutor shall be responsible for paying the substitute Tutor and shall ensure that any Agreement between the Tutor and any such substitute Tutor shall contain obligations which correspond to the obligations of the Tutor under the terms of this Agreement and the contract entered into with the Client and the Tutor shall remain responsible for the acts or omissions of any such substitute Tutor.

3.8 The Tutor is under no obligation to accept any request for Tuition Services and is free to provide Tuition Services to Clients not introduced by the Agency.

****4. CONFIDENTIALITY****

4.1 In order to protect the confidentiality and trade secrets of the Agency and without prejudice to every other duty to keep secret all information given to it or gained in confidence the Tutor agrees not at any time whether during or after the performance of this Agreement (unless expressly so authorised by the Agency as a necessary part of the performance of the Tuition Services) to disclose to any person or to make use of any of the trade secrets or confidential information of the Agency.

****5. INTELLECTUAL PROPERTY****

5.1 The Agency acknowledges that all copyright, trademarks, patents and other intellectual property rights deriving from the Tuition Services shall belong to the Tutor, including any documents or other works prepared by the Tutor.

****6. FACILITIES AND EQUIPMENT****

6.1 The Tutor and not the Agency shall be responsible for the provision (at the Tutor's own expense) of any office, administrative support, business stationery, or reference material, telephone, computer, telecommunications and/or other facilities and equipment required for the proper provision of the Tuition Services.

****7. PAYMENT****

7.1 The Client shall pay the Tutor a Fee (plus VAT as appropriate) as agreed in advance. The Tutor agrees that he will make payment for the Services provided by the Agency in relation to each Client introduced by the Agency as agreed in advance. VAT will be charged by the Agency (where applicable) at the prevailing statutory rate. The Fee schedule shall be reviewed with the Tutor on an annual basis.

7.2 The Tutor should log timesheets on a weekly basis using the online Services supplied by the Agency. Clients will either pay in advance or in arrears for Tuition Services. The Agency shall provide an online service accessible by both Tutor and Client to identify Tuition Services provided and Tuition Services paid for.

7.3 The Agency shall make payment to the Tutor (less the agreed Fee for Services) on a weekly basis payable on a Friday by bank transfer. If the Agency has not yet received the Tutor's Fees from the Client then the Agency, at its discretion, may make an advance payment to the Tutor.

7.4 In the event that the Agency does not receive the Tutor's fees from the Client, and has made an advance payment to the Tutor, then the Agency will recover any such payments from future payments made to the Tutor or require the Tutor to repay these payments directly to the Agency.

7.5 In the event that the Agency makes an overpayment to a Tutor then the Agency will recover the amount overpaid from future payments made to the Tutor or require the Tutor to repay this amount directly to the Agency.

****8. LIABILITY****

8.1 The Agency shall not be liable for any loss, damage or injury to any party (including any loss, damage or liability incurred by the Tutor or Client whether under this Agreement or otherwise) resulting from the acts or omissions of the Tutor whether or not such act or omission constitutes a breach of this Agreement. The Tutor shall indemnify and keep indemnified any such party including, without limitation to the foregoing, the Agency and Client against any such loss, damage or injury provided that the total aggregate liability of the Contractor shall not exceed in the case of liability covered by professional indemnity insurance £1,000,000 and in the case of all other liability £1,000,000.

8.2 The Tutor shall ensure that he has adequate insurance to cover the risk of a claim against the Tutor whether pursuant to the terms of this Agreement or otherwise (including without limitation

Insurance, Public Liability Insurance and any other suitable policies of insurance such as Professional Indemnity insurance in respect of the Tutor).

8.3 The Tutor and not the Agency shall be liable for any defects arising as a result of the provision of the Tuition Services to the Client and the Tutor shall rectify at its own cost such notified defects as may be capable of remedy.

8.4 For the purpose of quality control the Tutor is required to notify the agency within seven days of any complaint received by the Client.

****9. DATA PROTECTION****

9.1 The Agency agrees to comply with the provisions of the Data Protection Act 1998 in relation to the processing of data regarding the Tutor. The Agency may collect hold and process personal information about the Tutor for the purpose of providing administrative Services to the Tutor. The Agency may disclose such personal information to Clients for the purpose of facilitating initial contact between Client and Tutor and for drawing up invoices and making payments.

****10. TERMINATION****

10.1 A copy of this agreement will be required to be signed by the Tutor before commencement of Tuition Services can begin.

10.2 This Agreement may be terminated by either party by the giving of four weeks' written notice or without notice in the following circumstances;

10.2.1 The Tutor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for, or enters into, any compromise or arrangement with its creditors;

10.2.2. A petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the bankruptcy of the Tutor:

10.2.3 The Tutor commits any illegal or criminal act; or

10.2.4 The Tutor breaches confidentiality.

****11. RESTRICTIONS****

The Tutor agrees that during this Agreement and for a period of 12 months following the termination or cessation of this agreement he will not enter into any arrangement with the Client who has been introduced by the Agency that is not in accordance with this Agreement. For the avoidance of doubt should the Tutor enter into any such private arrangement the Tutor will be liable to pay damages and associated costs for breach of this Agreement.

****12. GOVERNING LAW AND JURISDICTION****

12.1 This Agreement shall be construed in accordance with the laws of England & Wales and all disputes, claims or proceedings between the parties relating to the validity, construction or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts of England & Wales.

****13. ILLEGALITY****

13.1 If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, by reason of the provisions of any legislation or other provisions having the force of law or by reason of any decision of any Court or other body or authority having jurisdiction over the parties of this Agreement such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement and the remainder of the provisions shall continue in full force and effect provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend the modify the provisions and terms of this Agreement as necessary or desirable in the circumstances.

****14. ENTIRE AGREEMENT****

14.1 This Agreement contains the entire Agreement between the parties and supersedes and replaces all previous Agreements and understandings between the parties.

14.2 Each party acknowledges that, in entering into this Agreement, it is not relying on any representation, warranty, pre-contractual statement or other provision except as expressly provided in this Agreement.

14.3 Without limiting the generality of the foregoing, neither party shall have any remedy in respect of any untrue statement made to him upon which he may have relied in entering into the Agreement, and a party's only remedy is for breach of contract. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

****15. FORCE MAJEURE****

15.1 The Agency shall not be liable for any breaches of its obligations under this Agreement resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

15.2 The Agency accepts that the Tutor shall not be liable for any breaches of its obligations to the Agency resulting from causes beyond its reasonable control including but not limited to Acts of God, enemy, fire, flood, explosion or other catastrophe.

****16. DISPUTE RESOLUTION****

16.1 If during the term of this Agreement a dispute arises out of or in connection with the provision of Services, the Tutor and the Agent shall in the first instance meet in good faith with a view to resolving the dispute.

16.2 In the event that a dispute cannot be resolved in accordance with the provisions of clause 18.1 the dispute shall be determined by the appointment of a single arbitrator to be agreed between the parties, or failing Agreement within fourteen days, after either party has given to the other a written request to concur in the appointment of an arbitrator, by an arbitrator to be appointed by the President or a Vice President of the Chartered Institute of Arbitrators.

****3) PRIVACY POLICY****

This is the privacy notice of Group Tutors Ltd. In this document, "we", "our", or "us" refer to Group Tutors Ltd.

We are company number 13463983 registered in the UK.

Our registered office is at 20-22 Wenlock Road, London N1 7GU.

****1.1 Introduction****

1. This is a notice to inform you of our policy about all information that we record about you. It sets out the conditions under which we may process any information that we collect from you, or that you provide to us. It covers information that could identify you ("personal information") and information that could not. In the context of the law and this notice, "process" means collect, store, transfer, use or otherwise act on information.
2. We regret that if there are one or more points below with which you are not happy, your only recourse is to leave our website immediately.
3. We take seriously the protection of your privacy and confidentiality. We understand that all visitors to our website are entitled to know that their personal data will not be used for any purpose unintended by them, and will not accidentally fall into the hands of a third party.
4. We undertake to preserve the confidentiality of all information you provide to us, and hope that you reciprocate.
5. Our policy complies with UK law accordingly implemented, including that required by the EU General Data Protection Regulation (GDPR).
6. The law requires us to tell you about your rights and our obligations to you in regards to the processing and control of your personal data. We do this now, by requesting that you read the information provided at www.knowyourprivacyrights.org
7. Except as set out below, we do not share, or sell, or disclose to a third party, any information collected through our website.

1.2 The bases on which we process information about you

The law requires us to determine under which of six defined bases we process different categories of your personal information, and to notify you of the basis for each category.

If a basis on which we process your personal information is no longer relevant then we shall immediately stop processing your data.

If the basis changes then if required by law we shall notify you of the change and of any new basis under which we have determined that we can continue to process your information.

****1. INFORMATION WE PROCESS BECAUSE WE HAVE A CONTRACTUAL OBLIGATION WITH YOU****

When you create an account on our website, buy a product or service from us, or otherwise agree to our terms and conditions, a contract is formed between you and us.

In order to carry out our obligations under that contract we must process the information you give us. Some of this information may be personal information.

We may use it in order to:

- 1.1. verify your identity for security purposes
- 1.2. sell products to you
- 1.3. provide you with our services
- 1.4. provide you with suggestions and advice on products, services and how to obtain the most from using our website

We process this information on the basis there is a contract between us, or that you have requested we use the information before we enter into a legal contract.

Additionally, we may aggregate this information in a general way and use it to provide class information, for example to monitor our performance with respect to a particular service we provide. If we use it for this purpose, you as an individual will not be personally identifiable.

We shall continue to process this information until the contract between us ends or is terminated by either party under the terms of the contract.

****2. INFORMATION WE PROCESS WITH YOUR CONSENT****

Through certain actions when otherwise there is no contractual relationship between us, such as when you browse our website or ask us to provide you more information about our business, including job opportunities and our products and services, you provide your consent to us to process information that may be personal information.

Wherever possible, we aim to obtain your explicit consent to process this information, for example, by asking you to agree to our use of cookies.

Sometimes you might give your consent implicitly, such as when you send us a message by e-mail to which you would reasonably expect us to reply.

Except where you have consented to our use of your information for a specific purpose, we do not use your information in any way that would identify you personally. We may aggregate it in a general way and use it to provide class information, for example to monitor the performance of a particular page on our website.

If you have given us explicit permission to do so, we may from time to time pass your name and contact information to selected associates whom we consider may provide services or products you would find useful.

We continue to process your information on this basis until you withdraw your consent or it can be reasonably assumed that your consent no longer exists.

You may withdraw your consent at any time by instructing us at enquiries@thelanguagemachine.co.uk. However, if you do so, you may not be able to use our website or our services further.

****3. INFORMATION WE PROCESS FOR THE PURPOSES OF LEGITIMATE INTERESTS****

We may process information on the basis there is a legitimate interest, either to you or to us, of doing so.

Where we process your information on this basis, we do after having given careful consideration to:

- whether the same objective could be achieved through other means
- whether processing (or not processing) might cause you harm
- whether you would expect us to process your data, and whether you would, in the round, consider it reasonable to do so

For example, we may process your data on this basis for the purposes of:

- record-keeping for the proper and necessary administration of our business
- responding to unsolicited communication from you to which we believe you would expect a response
- protecting and asserting the legal rights of any party
- insuring against or obtaining professional advice that is required to manage business risk
- protecting your interests where we believe we have a duty to do so

****4. INFORMATION WE PROCESS BECAUSE WE HAVE A LEGAL OBLIGATION****

We are subject to the law like everyone else. Sometimes, we must process your information in order to comply with a statutory obligation.

For example, we may be required to give information to legal authorities if they so request or if they have the proper authorisation such as a search warrant or court order.

This may include your personal information.

****Specific uses of information you provide to us**

****5. INFORMATION PROVIDED ON THE UNDERSTANDING THAT IT WILL BE SHARED WITH A THIRD PARTY****

Our website allows you to post information with a view to that information being read, copied, downloaded, or used by other people.

Examples include:

- 5.1. posting a message our forum
- 5.2. tagging an image
- 5.3. clicking on an icon next to another visitor's message to convey your agreement, disagreement or thanks

In posting personal information, it is up to you to satisfy yourself about the privacy level of every person who might use it.

We do not specifically use this information except to allow it to be displayed or shared.

We do store it, and we reserve a right to use it in the future in any way we decide.

Once your information enters the public domain, we have no control over what any individual third party may do with it. We accept no responsibility for their actions at any time.

Provided your request is reasonable and there is no legal basis for us to retain it, then at our discretion we may agree to your request to delete personal information that you have posted. You can make a request by contacting us at enquiries@thelanguagemachine.co.uk.

****6. COMPLAINTS REGARDING CONTENT ON OUR WEBSITE****

We attempt to moderate user generated content, but we are not always able to do so as soon as that content is published.

If you complain about any of the content on our website, we shall investigate your complaint.

If we feel it is justified or if we believe the law requires us to do so, we shall remove the content while we investigate.

Free speech is a fundamental right, so we have to make a judgment as to whose right will be obstructed: yours, or that of the person who posted the content that offends you.

If we think your complaint is vexatious or without any basis, we shall not correspond with you about it.

****7. INFORMATION RELATING TO YOUR METHOD OF PAYMENT****

Payment information is never taken by us or transferred to us either through our website, or otherwise. Our employees and contractors never have access to it.

All payment information is held securely by our card payment provider Stripe.

****8. INFORMATION ABOUT YOUR DIRECT DEBIT****

When you agree to set up a direct debit arrangement, this is handled by our direct debit partner GoCardless. Our employees and contractors never have access to it.

****9. JOB APPLICATION AND EMPLOYMENT****

If you send us information in connection with a job application either as an employee or a self-employed freelancer, we may keep it for up to three years in case we decide to contact you at a later date.

If we employ you or engage you as a self-employed freelancer, we collect information about you and your work from time to time throughout the period of your employment or length of contract as a self-employed freelancer. This information will be used only for purposes directly relevant to your employment or work completed as a self-employed freelancer. After your employment has ended or your self-employed freelance work has finished, we will keep your file for six years before destroying or deleting it.

****10. SENDING A MESSAGE TO OUR SUPPORT TEAM****

When you contact us, whether by telephone, through our website or by e-mail, we collect the data you have given to us in order to reply with the information you need.

We record your request and our reply in order to increase the efficiency of our business.

We keep personally identifiable information associated with your message, such as your name and email address so as to be able to track our communications with you to provide a high quality service.

****11. COMPLAINING****

When we receive a complaint, we record all the information you have given to us.

We use that information to resolve your complaint.

If your complaint reasonably requires us to contact some other person, we may decide to give to that other person some of the information contained in your complaint. We do this as infrequently as possible, but it is a matter for our sole discretion as to whether we do give information, and if we do, what that information is.

We may also compile statistics showing information obtained from this source to assess the level of service we provide, but not in a way that could identify you or any other person.

****12. AFFILIATE AND BUSINESS PARTNER INFORMATION****

This is information given to us by you in your capacity as an affiliate of us or as a business partner.

It allows us to recognise visitors that you have referred to us, and to credit to you commission due for such referrals. It also includes information that allows us to transfer commission to you.

The information is not used for any other purpose.

We undertake to preserve the confidentiality of the information and of the terms of our relationship.

We expect any affiliate or partner to agree to reciprocate this policy.

1.4 Use of information we collect through automated systems when you visit our website

****13. COOKIES****

Cookies are small text files that are placed on your computer's hard drive by your web browser when you visit any website. They allow information gathered on one web page to be stored until it is needed for use on another, allowing a website to provide you with a personalised experience and the website owner with statistics about how you use the website so that it can be improved.

Some cookies may last for a defined period of time, such as one day or until you close your browser. Others last indefinitely.

Your web browser should allow you to delete any you choose. It also should allow you to prevent or limit their use.

Our website uses cookies. They are placed by software that operates on our servers, and by software operated by third parties whose services we use.

When you first visit our website, we ask you whether you wish us to use cookies. If you choose not to accept them, we shall not use them for your visit except to record that you have not consented to their use for any other purpose.

If you choose not to use cookies or you prevent their use through your browser settings, you will not be able to use all the functionality of our website.

We use cookies in the following ways:

- 13.1. to track how you use our website
- 13.2. to record whether you have seen specific messages we display on our website
- 13.3. to keep you signed in our site
- 13.4. to record your answers to surveys and questionnaires on our site while you complete them
- 13.5. to record the conversation thread during a live chat with our support team

We provide more information about the cookies we use in our cookie policy.

****14. PERSONAL IDENTIFIERS FROM YOUR BROWSING ACTIVITY****

Requests by your web browser to our servers for web pages and other content on our website are recorded.

We record information such as your geographical location, your Internet service provider and your IP address. We also record information about the software you are using to browse our website, such as the type of computer or device and the screen resolution.

We use this information in aggregate to assess the popularity of the webpages on our website and how we perform in providing content to you.

If combined with other information we know about you from previous visits, the data possibly could be used to identify you personally, even if you are not signed in to our website.

****15. OUR USE OF RE-MARKETING****

Re-marketing involves placing a cookie on your computer when you browse our website in order to be able to serve to you an advert for our products or services when you visit some other website.

We may use a third party to provide us with re-marketing services from time to time. If so, then if you have consented to our use of cookies, you may see advertisements for our products and services on other websites.

****Disclosure and sharing of your information****

****16. INFORMATION WE OBTAIN FROM THIRD PARTIES****

Although we do not disclose your personal information to any third party (except as set out in this notice), we sometimes receive data that is indirectly made up from your personal information from third parties whose services we use.

No such information is personally identifiable to you.

****17. THIRD PARTY ADVERTISING ON OUR WEBSITE****

Third parties may advertise on our website. In doing so, those parties, their agents or other companies working for them may use technology that automatically collects information about you when their advertisement is displayed on our website.

They may also use other technology such as cookies or JavaScript to personalise the content of, and to measure the performance of their adverts.

We do not have control over these technologies or the data that these parties obtain. Accordingly, this privacy notice does not cover the information practices of these third parties.

****18. CREDIT REFERENCE****

To assist in combating fraud, we share information with credit reference agencies, so far as it relates to clients or customers who instruct their credit card issuer to cancel payment to us without having first provided an acceptable reason to us and given us the opportunity to refund their money.

****19. DATA MAY BE PROCESSED OUTSIDE THE EUROPEAN UNION****

Our websites are hosted in the UK.

We may also use outsourced services in countries outside the European Union from time to time in other aspects of our business.

Accordingly data obtained within the UK or any other country could be processed outside the European Union.

For example, some of the software our website uses may have been developed in the United States of America or in Australia.

We use the following safeguards with respect to data transferred outside the European Union:

19.1. the processor is within the same corporate group as our business or organisation and abides by the same binding corporate rules regarding data processing.

19.2. the data protection clauses in our contracts with data processors include transfer clauses written by or approved by a supervisory authority in the European Union

19.3. we comply with a code of conduct approved by a supervisory authority in the European Union

19.4. we are certified under an approved certification mechanism as provided for in the GDPR

19.5. both our organisation and the processor are public authorities between whom there is either a legally binding agreement or administrative arrangements approved by a supervisory authority in the European Union relating to protection of your information

****Access to your own information****

****20. ACCESS TO YOUR PERSONAL INFORMATION****

20.1. At any time you may review or update personally identifiable information that we hold about you, by signing in to your account on our website.

22.2. To obtain a copy of any information that is not provided on our website you may send us a request at enquiries@thelanguagemachine.co.uk.

23.3. After receiving the request, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

****24. REMOVAL OF YOUR INFORMATION****

If you wish us to remove personally identifiable information from our website, you may contact us at enquiries@thelanguagemachine.co.uk.

This may limit the service we can provide to you.

****22. VERIFICATION OF YOUR INFORMATION****

When we receive any request to access, edit or delete personal identifiable information we shall first take reasonable steps to verify your identity before granting you access or otherwise taking any action. This is important to safeguard your information.

****Other matters****

****23. USE OF SITE BY CHILDREN****

23.1. We do not sell products or provide services for purchase by children, nor do we market to children.

23.2. If you are under 18, you may use our website only with consent from a parent or guardian

23.3. We collect data about all users of and visitors to these areas regardless of age, and we anticipate that some of those users and visitors will be children.

23.4. Such child users and visitors will inevitably visit other parts of the site and will be subject to whatever on-site marketing they find, wherever they visit.

****24. ENCRYPTION OF DATA SENT BETWEEN US****

We use Secure Sockets Layer (SSL) certificates to verify our identity to your browser and to encrypt any data you give us.

Whenever information is transferred between us, you can check that it is done so using SSL by looking for a closed padlock symbol or other trust mark in your browser's URL bar or toolbar.

****25. HOW YOU CAN COMPLAIN****

25.1. If you are not happy with our privacy policy or if have any complaint then you should tell us by email. Our address is enquiries@thelanguagemachine.co.uk.

25.2. If a dispute is not settled then we hope you will agree to attempt to resolve it by engaging in good faith with us in a process of mediation or arbitration.

25.3. If you are in any way dissatisfied about how we process your personal information, you have a right to lodge a complaint with the Information Commissioner's Office. This can be done at <https://ico.org.uk/concerns/>

****26. RETENTION PERIOD FOR PERSONAL DATA****

Except as otherwise mentioned in this privacy notice, we keep your personal information only for as long as required by us:

26.1. to provide you with the services you have requested;

26.2. to comply with other law, including for the period demanded by our tax authorities;

26.3. to support a claim or defence in court.

****27. COMPLIANCE WITH THE LAW****

Our privacy policy has been compiled so as to comply with the law of every country or legal jurisdiction in which we aim to do business. If you think it fails to satisfy the law of your jurisdiction, we should like to hear from you.

However, ultimately it is your choice as to whether you wish to use our website.

****28. REVIEW OF THIS PRIVACY POLICY****

We may update this privacy notice from time to time as necessary. The terms that apply to you are those posted here on our website on the day you use our website. We advise you to print a copy for your records.

If you have any question regarding our privacy policy, please contact us at enquiries@thelanguagemachine.co.uk